

## TIMBER NOTICE OF SALE

**SALE NAME:** *Southy Project Log Sorts*

**AGREEMENT NO:** *30-30-085606 - 30-30-085612*

**AUCTION:** *May 25, 2010 starting at 10:00 a.m.,*

**COUNTY:** *Klickitat, Skamania*

*Southeast* Region Office, *Ellensburg*, WA.

**SALE LOCATION:** Sale located approximately *14* miles *Northwest of Bingen*, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All delivered timber, All timber marked with orange paint in Unit #2, Unit #3, Unit # 4, Unit #5 and Unit #6; all timber NOT marked with yellow paint in Unit #1, Unit #7, and Unit #8 bounded by timber sale boundary tags and red flagging; meeting the specifications described below; on parts of *Sections 30, 31 in Township 04 North, Range 10 East and Section 36 in township 04 North, Range 09 Est*, containing *236* acres, more or less.

### MINIMUM BID AND ESTIMATED LOG SORT VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Average Log Length	Estimated Volume		Minimum Bid Delivered Prices		Total Appraised Value	Bid Deposit
				mbf	Tons	\$/mbf	\$/Ton		
30-085606	1	DF Poles 35'+	N/A	422	2321	\$700.00		\$295,390.00	\$29,539.00
30-085607	2	DF oversize 24" dib	28'	70	336	\$350.00		\$24,500.00	\$2,450.00
30-085608	3	DF HQ 14"-26" dib	28'	1,076	5703	\$450.00		\$484,200.00	\$48,420.00
30-085609	4	DF Saw 12"-23" dib	28'	2,877	15,248	#330.00		\$949,410.00	\$94,941.00
30-085610	5	DF Saw 5"-11" dib	28"	1,428	9,710		\$46.00	\$466,660.00	\$44,666.00
30-085611	6	WW Saw 5"+	N/A	63	460		\$39.00	\$17,940.00	\$1,794.00
30-085612	7	DF Standing Dead 5" +	NA	60	204	-----	\$82.50	\$19,800.00	\$1,980.00
<b>Totals</b>				<b>5,996</b>	<b>34,018</b>			<b>\$2,237,900.00</b>	

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative Standard (cert no: BV-SFIS-US09000572) .

**BID METHOD:** Sealed Bids

**UNIT OF MEASURE:** MBF scale/Tonnage scale

**EXPIRATION DATE:** *November 30, 2010*

**ALLOCATION:** Export Restricted

**PAYMENT  
SECURITY:**

To be determined by the State as described in Clause P-041 of the Purchaser's Contract.

### BIDDING

**PROCEDURES:** A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the *Forest Resources and Conservation* Office in *Olympia*, WA. Contact person is Steven Teitzel phone number (360) 902-1741.

## TIMBER NOTICE OF SALE

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### TIMBER EXCISE

#### TAX:

Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 5% without EARR credit and 4.2% with the credit. Taxable Stumpage = Total Delivered Value – (Harvest Cost + Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8849.

Use the following rates for estimating taxable stumpage: Harvest Cost = tons([Insert harvest cost \$/ton] , [Insert harvest cost \$/ton] for poles, for utility [Insert harvest cost \$/ton] ). Haul Cost = (tons)(\$2.63 or \$3.63 poles) + tons(\$0.16x C miles) + tons(\$0.14 x A miles)). ARRF = \$22.25 per mbf.

#### CONFIRMATION:

Each sort is subject to confirmation following auction. No sorts will be confirmed until at least 10 days after all sorts are successfully auctioned. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion.

**SPECIAL REMARKS:** The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All mbf and tonnage loads will be weighed and all mbf loads will be scaled at State approved scaling locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

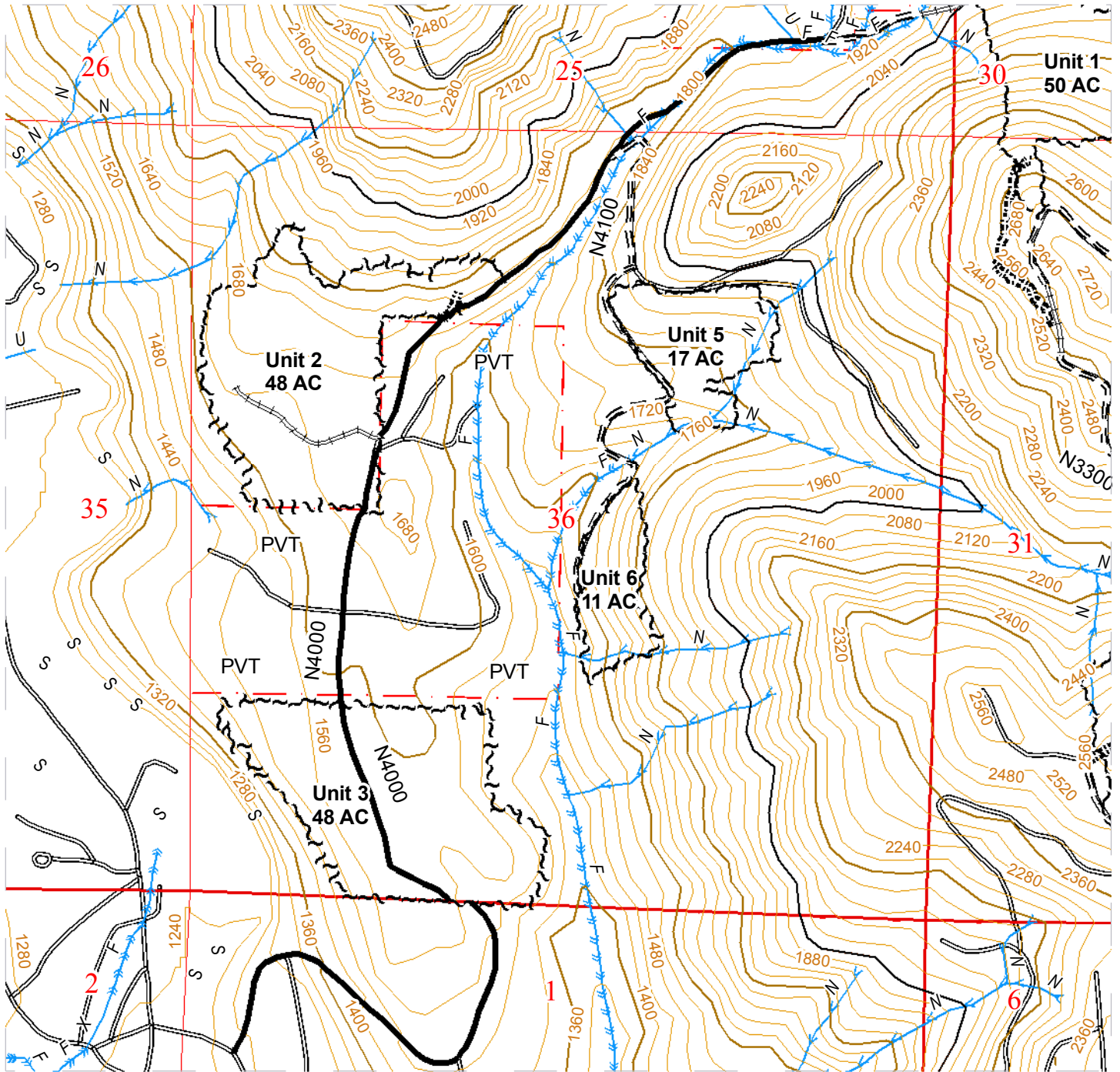
For more information regarding this log sort sale visit our web site:  
<http://www.dnr.wa.gov/htdocs/fr/sales/>. If you have questions call [Albert Durkee](#) at the [Husum office](#) at (509) 493-3218 ext.233 or [Steven Teitel](#) at the Forest Resources and Conservation Division Office in Olympia at (360) 902-1741.

# Timber Sale Map 1 of 2

**SALE NAME:** Southy Project Sorts  
**AGREEMENT#:** 30-084076  
**TOWNSHIPS:** Section 36 Township 04 North, Range 09 East, W.M.

**REGION:** Southeast  
**COUNTYS:** Klickitat and Skamania  
**ELEVATION RGE:** 1520 - 2560 feet

**TRUSTS:** (01) State Forest Transfer; (03) Common school and Indemnity; (10) Scientific School



- |                      |                   |                      |
|----------------------|-------------------|----------------------|
| Timber Sale Boundary | Haul Route        | F (Fish)             |
| Reconstruction       | New Construction  | N (Non-fish)         |
| Prehaul              | Existing Roads    | Unknown or Unmodeled |
|                      | DNR Managed Lands |                      |

0 500 1,000 2,000 3,000 Feet

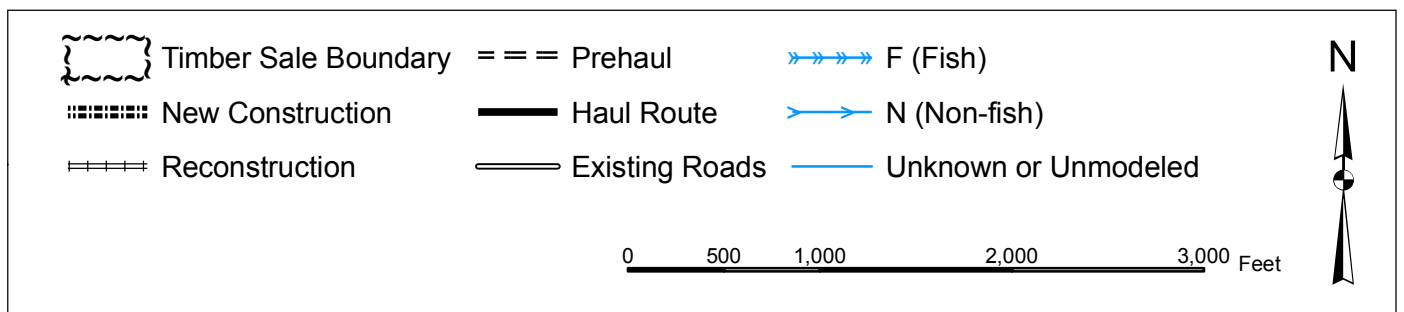
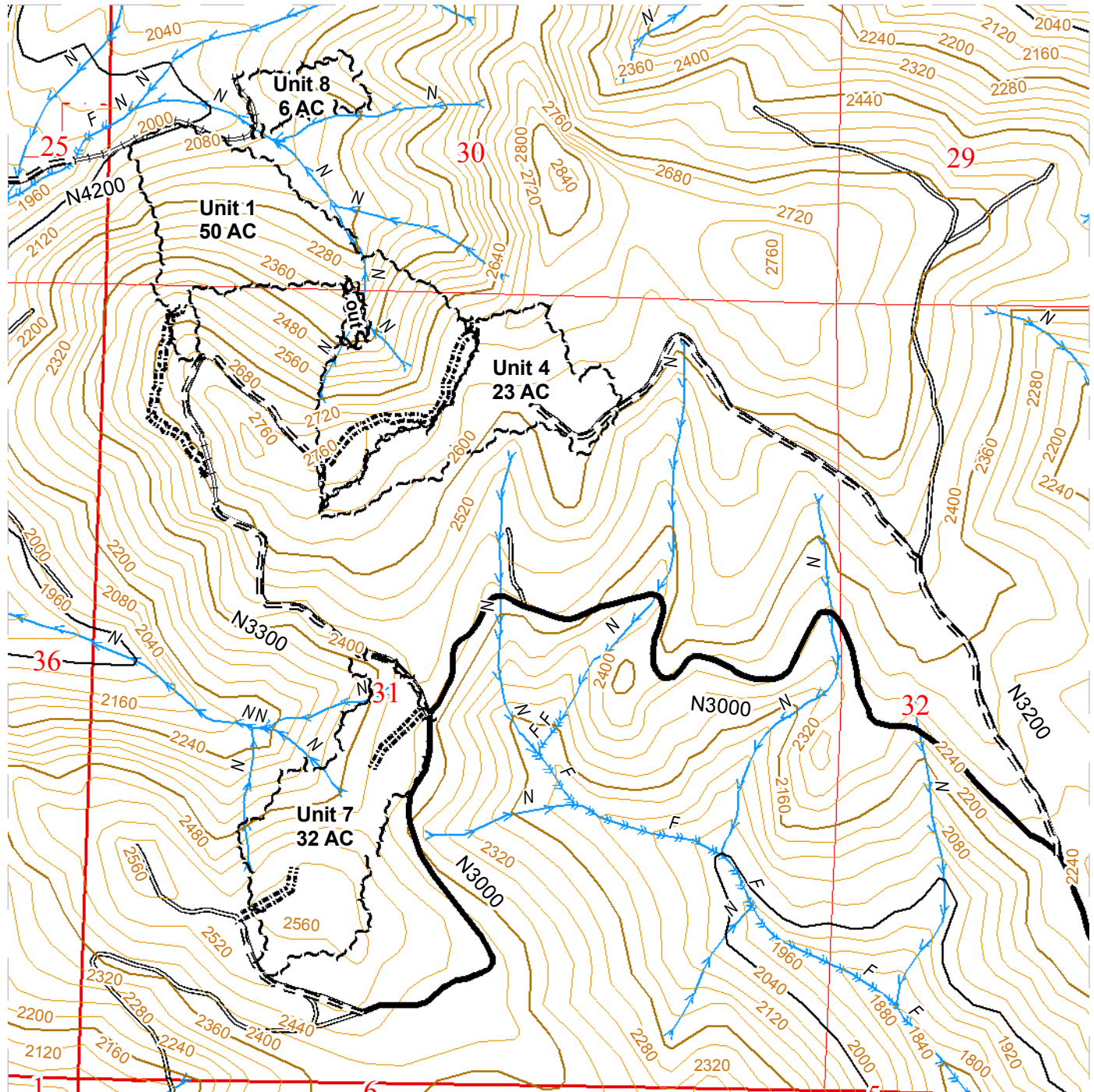


# Timber Sale Map 2 of 2

**SALE NAME:** Southy Project Sorts  
**AGREEMENT#:** 30-084076  
**TOWNSHIPS:** Sections 30, 31 Township 04 North, Range 10 East, W.M.

**REGION:** Southeast  
**COUNTYS:** Klickitat and Skamania  
**ELEVATION RGE:** 1520 - 2560 feet

**TRUSTS:** (01) State Forest Transfer; (03) Common school and Indemnity; (10) Scientific School





# DRIVING MAP

**SALE NAME:** Southy Project Sorts

**AGREEMENT#:** 30-084076

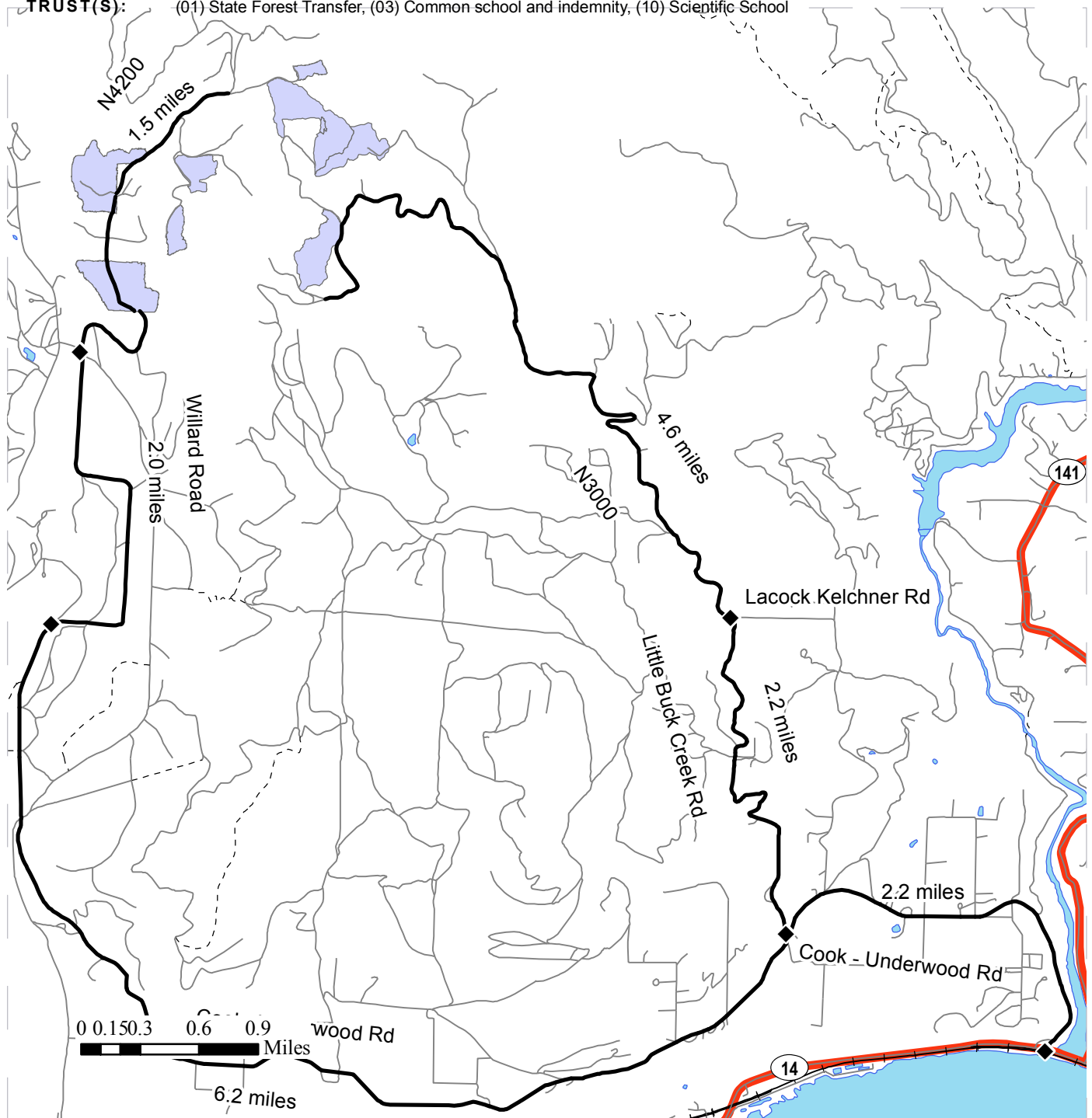
**TOWNSHIP(S):** Sections 30, 31 Township 04 North, Range 10 East, W.M.  
Sections 36 Township 04 North, Range 09 East, W.M.

**TRUST(S):** (01) State Forest Transfer, (03) Common school and indemnity, (10) Scientific School

**REGION:** Southeast

**COUNTY(S):** Klickitat and Skamania

**ELEVATION RGE:** 1520 -2560 feet



- Highways
- Access Road
- Open Water

## **DRIVING DIRECTIONS:**

Units 1,4,7

Turn right onto the Cook-Underwood Rd at the Hwy 14/Cook-Underwood Rd Junction drive approximately 2.2 miles to the Little Buck Creek Rd. Turn right on the Little Buck Creek Rd and drive approximately 2.2 miles to the Lacock Kercher Rd Junction. At this point the Little Buck Creek Rd turns into the N3000. Drive approximately 4.6 miles on the N3000 to the N3400.

Units 2,3,5,6

Turn right onto the Cook-Underwood Rd at Hwy 14/Cook-Underwood Jct drive approximately 8.4 miles to the Willard Rd. Turn right onto the Willard Road and drive approximately 2.0 miles to the N4000. Turn right onto the N4000 and drive approximately 1.5 miles to the N4200.

**DRAFT**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-085606**

**SALE NAME: Southy Project Sorts/Sort #1**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

Contract Administrator: Region Manager's designee, who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester who is responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of logs for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

#### G-011 Products Sold

Purchaser was the successful bidder on May 25, 2010 and sale was confirmed on [\[Confirmation Date here\]](#). The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the [Southy Project Sorts](#) Timber Sale described as parts of Section(s), [30, 31](#) Township [04](#) North, Range 10 East, & Section 36, Township 04 North, Range 09 East W.M., in Klickitat and [Skamania](#) Counties.

#### G-020 Inspection by Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

#### G-023 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-085606	1	DF Poles 35'+	West side	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
Does not apply	Insert lengths from Bid Supplemental Information Form

Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

#### G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 ½ inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

#### G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.



Purchaser may refuse loads delivered to the wrong destination.

G-027 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions – The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification- If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 11/30/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

G-055 Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-071 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: BV-SFIS-US09000572.

G-162 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State to become effective.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-202 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026 Log Delivery Destination

G-027 Log Delivery and Schedule Conditions

G-211 Violation of Contract

P-030 Missorts and Payment Reduction Option

P-031 Mismatch and Payment Reduction Option

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-241 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

The Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

The laws of the State of Washington shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.



## Section P: Payments and Securities

### P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

### P-028 Payment for Logs Delivered

Purchaser agrees to pay the State for delivered logs at the following rate:

[Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

### P-029 Missorts and Payment Reduction for Delivered Poles

Poles delivered that do not meet the sorting specifications in G-023, and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract are considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving missorts.

The Purchaser receiving missorted poles is required to pay the State for missorted poles at the Purchaser's bid price for the sort being delivered, under this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. The amount eligible for payment reduction can be no more than the difference between the amount owed to the state at the current contract rate and the amount the purchaser is actually able to recover from utilization or resale of the missorted pole volume.

Pole missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period. For the missort volume to be eligible for payment reduction the purchaser is responsible to provide copies of completed "Bill of Sale" invoices, third party scaling documentation, and any other relevant documentation necessary to account for the true cost to the Purchaser for the resale of missorted volume. Purchaser must demonstrate a good faith effort to achieve fair market value for missorted volume. The actual pole missort payment reduction amount granted is subject to Region Manager's discretion.

Purchaser's exclusive remedy for Missorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

### P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 3% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

$$\text{Mismanufacture Payment Reduction} = (B \times V) \times (R)$$

Where:

B = Bid rate from P-028 clause

V = mismanufactured Volume exceeding % threshold

R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf mismanufacture for payment reduction purposes. Value of mismanufacture will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mismanufactured logs shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

#### P-041 Payment Security for Logs Delivered

Prior to log delivery and at a date determined by the State, Purchaser shall guarantee payment to the State for forest products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or

irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of log deliveries. Payment security for logs delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

**P-051 Billing and Payment Procedure for Logs Delivered**

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

**Section L: Log Definitions and Accountability**

**L-010 Merchantable Forest Products**

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

**L-014 Log Sorts Delivered to Incorrect Destination**

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. The Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

Section D: Damages

D-012 Liquidated Damages

The following clauses in the DAMAGES section of this contract provide for payments to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and are not penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. The State and Purchaser agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept logs does not prevent further harvesting operations, or logs can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of logs not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept logs causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.



The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

#### D-033 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for log delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided, \$250.00 each time a load is weighed and/or scaled at a facility not approved as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
[Purchaser Name here]

Purchaser

\_\_\_\_\_  
Laura Ditmer

Southeast Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

[Purchaser Address here]

## CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation  
that executed the within and foregoing instrument and acknowledged said instrument to be the  
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,  
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that  
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires \_\_\_\_\_

## LOG SALE AND PURCHASE CONTRACT SCHEDULES

**DRAFT**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-085607**

**SALE NAME: Southy Project Sorts/Sort #2**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:**

**Section G: General Terms**

**G-001 Definitions:** The following definitions apply throughout this contract.

Contract Administrator: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester who is responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of logs for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.



Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-011 Products Sold

Purchaser was the successful bidder on [May 25, 2010](#) and sale was confirmed on [\[Confirmation Date here\]](#). The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the [Southy Project Sorts](#) Timber Sale described as parts of Section(s), [30 and 31](#), Township [04](#) North, Range 10 East, & Section 36, Township 04 North Range 09 East W.M., in Klickitat and [Skamania](#) Counties.

G-020 Inspection by Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-023 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-085607	2	DF Oversize 24"+	West side	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
28'	Insert lengths from Bid Supplemental Information Form

Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

#### G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 ½ inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

#### G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

G-027 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification- If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 11/30/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

G-055 Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of

forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-071 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: BV-SFIS-US09000572.

G-162 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State to become effective.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-202 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026 Log Delivery Destination

G-027 Log Delivery and Schedule Conditions

G-211 Violation of Contract

P-030 Missorts and Payment Reduction Option

P-031 Mismatch and Payment Reduction Option

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-241 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

The Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

The laws of the State of Washington shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

Purchaser agrees to pay the State for delivered logs at the following rate:

[Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

$$\text{Missort Payment Reduction} = (B \times V) \times (.3)$$

Where:

B = Bid rate from P-028 clause

V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for missorts shall be the payment reduction described in



this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-031 Mismanufacture and Payment Reduction**

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

$$\text{Mismanufacture Payment Reduction} = (B \times V) \times (R)$$

Where:

B = Bid rate from P-028 clause

V = mismanufactured Volume exceeding % threshold

R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf mismanufacture for payment reduction purposes. Value of mismanufacture will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mismanufactured logs shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-032 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-023, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-035 Purchaser Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

**P-041 Payment Security for Logs Delivered**

Prior to log delivery and at a date determined by the State, Purchaser shall guarantee payment to the State for forest products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of log deliveries. Payment security for logs delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

**P-051 Billing and Payment Procedure for Logs Delivered**

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural

Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

## Section L: Log Definitions and Accountability

### L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

### L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

### L-072 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. The Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

### L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1,

1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

#### L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

### Section D: Damages

#### D-012 Liquidated Damages

The following clauses in the DAMAGES section of this contract provide for payments to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and are not penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. The State and Purchaser agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

#### D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

#### D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below

will apply as determined by the State.

- a. When Purchaser's refusal to accept logs does not prevent further harvesting operations, or logs can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of logs not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept logs causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- N = Number of days from work stoppage to time of payment

#### D-033 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable.

These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for log delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided, \$250.00 each time a load is weighed and/or scaled at a facility not approved as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
[Purchaser Name here]

Purchaser

\_\_\_\_\_  
Laura Ditmer

Southeast Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

[Purchaser Address here]

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation  
that executed the within and foregoing instrument and acknowledged said instrument to be the  
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,  
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that  
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year first above written.

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_



## LOG SALE AND PURCHASE CONTRACT SCHEDULES

**DRAFT**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**  
**LOG SALE AND PURCHASE CONTRACT**

AGREEMENT NO. **30-085608**

SALE NAME: **Southy Project Sorts/Sort#3**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

Contract Administrator: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester who is responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of logs for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-011 Products Sold

Purchaser was the successful bidder on [May 25, 2010](#) and sale was confirmed on [\[Confirmation Date here\]](#). The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the [Southy Project Sorts](#) Timber Sale described as parts of Section(s), [30 and 31](#), Township [04](#) North, Range 10 East & Section 36 Township 04 North, Range 9 East W.M., in Klickitat and [Skamania](#) Counties.

G-020 Inspection by Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-023 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-085608	3	DF HQ 14"-26"	West side	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
28'	Insert lengths from Bid Supplemental Information Form

Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

#### G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 ½ inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

#### G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

G-027 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions – The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification- If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 11/30/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

G-055 Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-071 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: BV-SFIS-US09000572.

G-162 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State to become effective.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-202 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026 Log Delivery Destination

G-027 Log Delivery and Schedule Conditions

G-211 Violation of Contract

P-030 Missorts and Payment Reduction Option

P-031 Mismatch and Payment Reduction Option

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-241 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or



administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

The Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

The laws of the State of Washington shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

Purchaser agrees to pay the State for delivered logs at the following rate:

[Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

$$\text{Missort Payment Reduction} = (B \times V) \times (.3)$$

Where:

B = Bid rate from P-028 clause

V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for missorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 3% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

$$\text{Mismanufacture Payment Reduction} = (B \times V) \times (R)$$

Where:

B = Bid rate from P-028 clause

V = mismanufactured Volume exceeding % threshold

R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf mismanufacture for payment reduction purposes. Value of mismanufacture will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mismanufactured logs shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-032 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-023, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-035 Purchaser Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

**P-041 Payment Security for Logs Delivered**

Prior to log delivery and at a date determined by the State, Purchaser shall guarantee payment to the State for forest products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of log deliveries. Payment security for logs delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

**P-051 Billing and Payment Procedure for Logs Delivered**

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of

contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

## Section L: Log Definitions and Accountability

### L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

### L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

### L-072 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. The Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

### L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and

in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

#### L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

### Section D: Damages

#### D-012 Liquidated Damages

The following clauses in the DAMAGES section of this contract provide for payments to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and are not penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. The State and Purchaser agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

#### D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

#### D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept logs does not prevent further harvesting operations, or logs can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of logs not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept logs causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- N = Number of days from work stoppage to time of payment

#### D-033 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase

in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for log delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided, \$250.00 each time a load is weighed and/or scaled at a facility not approved as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.



IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
[Purchaser Name here]

Purchaser

\_\_\_\_\_  
Laura Ditmer

Southeast Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

[Purchaser Address here]

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation  
that executed the within and foregoing instrument and acknowledged said instrument to be the  
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,  
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that  
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year first above written.

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

## LOG SALE AND PURCHASE CONTRACT SCHEDULES

**DRAFT**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**  
**LOG SALE AND PURCHASE CONTRACT**

AGREEMENT NO. **30-085609**

SALE NAME: **Southy Project Sorts/Sort#4**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

Contract Administrator: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester who is responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of logs for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-011 Products Sold

Purchaser was the successful bidder on [May 25, 2010](#) and sale was confirmed on [\[Confirmation Date here\]](#). The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the [Southy Project Sorts](#) Timber Sale described as parts of Section(s), [30 and 31](#), Township [04](#) North, Range 10 East, & Section 36, Township 04 North, Range 09 East W.M., in Klickitat and [Skamania](#) Counties.

G-020 Inspection by Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-023 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-085609	4	DF Saw 12"-23"	West side	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
28'	Insert lengths from Bid Supplemental Information Form

Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

#### G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 ½ inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

#### G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

G-027 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions – The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification- If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 11/30/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

G-055 Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.



d. Items contained in any other documents prepared for or by the State.

G-071 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: BV-SFIS-US09000572.

G-162 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State to become effective.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-202 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026 Log Delivery Destination

G-027 Log Delivery and Schedule Conditions

G-211 Violation of Contract

P-030 Missorts and Payment Reduction Option

P-031 Mismatch and Payment Reduction Option

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-241 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or

administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

The Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

The laws of the State of Washington shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

Purchaser agrees to pay the State for delivered logs at the following rate:

[Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

$$\text{Missort Payment Reduction} = (B \times V) \times (.3)$$

Where:

B = Bid rate from P-028 clause

V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for missorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-031 Mismanufacture and Payment Reduction**

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 3% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

$$\text{Mismanufacture Payment Reduction} = (B \times V) \times (R)$$

Where:

B = Bid rate from P-028 clause

V = mismanufactured Volume exceeding % threshold

R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf mismanufacture for payment reduction purposes. Value of mismanufacture will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mismanufactured logs shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-032 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-023, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-035 Purchaser Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

**P-041 Payment Security for Logs Delivered**

Prior to log delivery and at a date determined by the State, Purchaser shall guarantee payment to the State for forest products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of log deliveries. Payment security for logs delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

**P-051 Billing and Payment Procedure for Logs Delivered**

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing

statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

## Section L: Log Definitions and Accountability

### L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

### L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

### L-072 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. The Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

### L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the

Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

#### L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

#### Section D: Damages

##### D-012 Liquidated Damages

The following clauses in the DAMAGES section of this contract provide for payments to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and are not penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. The State and Purchaser agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

##### D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

##### D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State.



Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept logs does not prevent further harvesting operations, or logs can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of logs not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept logs causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- N = Number of days from work stoppage to time of payment

#### D-033 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for log delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided, \$250.00 each time a load is weighed and/or scaled at a facility not approved as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
[Purchaser Name here]

Purchaser

\_\_\_\_\_  
Laura Ditmer

Southeast Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

[Purchaser Address here]

## CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation  
that executed the within and foregoing instrument and acknowledged said instrument to be the  
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,  
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that  
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires \_\_\_\_\_

## LOG SALE AND PURCHASE CONTRACT SCHEDULES

**DRAFT**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**  
**LOG SALE AND PURCHASE CONTRACT**

AGREEMENT NO. **30-085610**

SALE NAME: **Southy Project Sorts/Sort#5**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:**

Section G:     General Terms

G-001   Definitions: The following definitions apply throughout this contract.

Contract Administrator: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester who is responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of logs for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-011 Products Sold

Purchaser was the successful bidder on [May 25, 2010](#) and sale was confirmed on [\[Confirmation Date here\]](#). The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the [Southy Project Sorts](#) Timber Sale described as parts of Section(s), [30 and 31](#), Township [04](#) North, Range 10 East, Section 36 Township 04 North, Range 09 E W.M., in Klickitat and [Skamania](#) Counties.

G-020 Inspection by Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-023 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-085610	5	DF Saw 5"-11"	West side	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
28'	Insert lengths from Bid Supplemental Information Form

Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

#### G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 ½ inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

#### G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.



Purchaser may refuse loads delivered to the wrong destination.

G-027 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions – The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification- If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 11/30/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

G-055 Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-071 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: BV-SFIS-US09000572.

G-162 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State to become effective.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-202 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026 Log Delivery Destination

G-027 Log Delivery and Schedule Conditions

G-211 Violation of Contract

P-030 Missorts and Payment Reduction Option

P-031 Mismatch and Payment Reduction Option

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-241 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

The Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

The laws of the State of Washington shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

Purchaser agrees to pay the State for delivered logs at the following rate:

[Amount per ton here]\$/ton

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

$$\text{Missort Payment Reduction} = (B \times V) \times (.3)$$

Where:

B = Bid rate from P-028 clause

V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for missorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

$$\text{Mismanufacture Payment Reduction} = (B \times V) \times (R)$$

Where:

B = Bid rate from P-028 clause

V = mismanufactured Volume exceeding % threshold

R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf mismanufacture for payment reduction purposes. Value of mismanufacture will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mismanufactured logs shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-032 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-023, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-035 Purchaser Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

**P-041 Payment Security for Logs Delivered**

Prior to log delivery and at a date determined by the State, Purchaser shall guarantee payment to the State for forest products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of log deliveries. Payment security for logs delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

**P-051 Billing and Payment Procedure for Logs Delivered**

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of



contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

## Section L: Log Definitions and Accountability

### L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

### L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

### L-072 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. The Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

### L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling

Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

#### L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

### Section D: Damages

#### D-012 Liquidated Damages

The following clauses in the DAMAGES section of this contract provide for payments to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and are not penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. The State and Purchaser agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

#### D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

#### D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept logs does not prevent further harvesting operations, or logs can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of logs not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept logs causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- N = Number of days from work stoppage to time of payment

#### D-033 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of

forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for log delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided, \$250.00 each time a load is weighed and/or scaled at a facility not approved as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
[Purchaser Name here]

Purchaser

\_\_\_\_\_  
Laura Ditmer

Southeast Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

[Purchaser Address here]

## CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation  
that executed the within and foregoing instrument and acknowledged said instrument to be the  
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,  
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that  
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires \_\_\_\_\_

## LOG SALE AND PURCHASE CONTRACT SCHEDULES

**DRAFT**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-085611**

**SALE NAME: Southy Project Sorts/Sort #6**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:**

**Section G: General Terms**

**G-001 Definitions:** The following definitions apply throughout this contract.

Contract Administrator: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester who is responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of logs for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.



Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-011 Products Sold

Purchaser was the successful bidder on [May 25, 2010](#) and sale was confirmed on [\[Confirmation Date here\]](#). The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the [Southy Project Sorts](#) Timber Sale described as parts of Section(s), [30 and 31](#), Township [04](#) North, Range 10 East, & Section 36 Township 04 North Range 09 East W.M., in Klickitat and [Skamania](#) Counties.

G-020 Inspection by Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-023 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-085611	6	WW 5"+	West side	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
Does not apply	Insert lengths from Bid Supplemental Information Form

Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

#### G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 ½ inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

#### G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

G-027 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions – The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification- If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 11/30/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

G-055 Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-071 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: BV-SFIS-US09000572.

G-162 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State to become effective.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-202 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026 Log Delivery Destination

G-027 Log Delivery and Schedule Conditions

G-211 Violation of Contract

P-030 Missorts and Payment Reduction Option

P-031 Mismatch and Payment Reduction Option

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-241 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

The Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

The laws of the State of Washington shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

Purchaser agrees to pay the State for delivered logs at the following rate:

[Amount per ton here]\$/ton

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and P-033 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

$$\text{Mismanufacture Payment Reduction} = (B \times V) \times (R)$$

Where:

B = Bid rate from P-028 clause

V = mismanufactured Volume exceeding % threshold

R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf mismanufacture for payment reduction purposes. Value of mismanufacture will be



derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mismanufactured logs shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-033 Tonnage Sort Payment Reduction Requirements**

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-030 or P-031. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-023:

<b>Species Type</b>	<b>Preferred Lengths</b>
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

**P-035 Purchaser Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

**P-041 Payment Security for Logs Delivered**

Prior to log delivery and at a date determined by the State, Purchaser shall guarantee payment to the State for forest products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of log deliveries. Payment security for logs delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

**P-051 Billing and Payment Procedure for Logs Delivered**

The State will compute and forward to Purchaser a billing statement of charges for logs

delivered during the billing period at the delivered rate shown in P-028 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

#### Section L: Log Definitions and Accountability

##### L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

##### L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

##### L-072 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. The Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

##### L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state

approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

#### L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

#### Section D: Damages

##### D-012 Liquidated Damages

The following clauses in the DAMAGES section of this contract provide for payments to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and are not penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. The State and Purchaser agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

##### D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

## D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept logs does not prevent further harvesting operations, or logs can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of logs not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept logs causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- N = Number of days from work stoppage to time of payment

D-033 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for log delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided, \$250.00 each time a load is weighed and/or scaled at a facility not approved as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
[Purchaser Name here]

Purchaser

\_\_\_\_\_  
Laura Ditmer

Southeast Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

[Purchaser Address here]

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation  
that executed the within and foregoing instrument and acknowledged said instrument to be the  
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,  
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that  
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year first above written.

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

## LOG SALE AND PURCHASE CONTRACT SCHEDULES



**DRAFT**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-085612**

**SALE NAME: Southy Project Sorts/Sort #7**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

Contract Administrator: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester who is responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of logs for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-011 Products Sold

Purchaser was the successful bidder on [May 25, 2010](#) and sale was confirmed on [\[Confirmation Date here\]](#). The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the [Southy Project Sorts](#) Timber Sale described as parts of Section(s), [30 and 31](#), Township [04](#) North, Range 10 East, & Section 36 Township 04 North, Range 09 East W.M., in Klickitat and [Skamania](#) Counties.

G-020 Inspection by Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-023 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-085612	7	DF Standing Dead 12"+	West side	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
N/A	Insert lengths from Bid Supplemental Information Form

Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

#### G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 ½ inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

#### G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

G-027 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions – The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification- If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 11/30/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

G-055 Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-071 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: BV-SFIS-US09000572.

G-162 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State to become effective.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-202 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026 Log Delivery Destination

G-027 Log Delivery and Schedule Conditions

G-211 Violation of Contract

P-030 Missorts and Payment Reduction Option

P-031 Mismatch and Payment Reduction Option

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-241 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or

administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

The Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

The laws of the State of Washington shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities



P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

Purchaser agrees to pay the State for delivered logs at the following rate:

[Amount per ton here]\$/ton

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and P-033 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchaser's discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

$$\text{Mismanufacture Payment Reduction} = (B \times V) \times (R)$$

Where:

B = Bid rate from P-028 clause

V = mismanufactured Volume exceeding % threshold

R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf mismanufacture for payment reduction purposes. Value of mismanufacture will be

derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mismanufactured logs shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-033 Tonnage Sort Payment Reduction Requirements**

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-030 or P-031. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-023:

<b>Species Type</b>	<b>Preferred Lengths</b>
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

**P-035 Purchaser Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

**P-041 Payment Security for Logs Delivered**

Prior to log delivery and at a date determined by the State, Purchaser shall guarantee payment to the State for forest products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of log deliveries. Payment security for logs delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

**P-051 Billing and Payment Procedure for Logs Delivered**

The State will compute and forward to Purchaser a billing statement of charges for logs

delivered during the billing period at the delivered rate shown in P-028 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

#### Section L: Log Definitions and Accountability

##### L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

##### L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

##### L-072 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. The Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

##### L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state

approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

#### L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

#### Section D: Damages

##### D-012 Liquidated Damages

The following clauses in the DAMAGES section of this contract provide for payments to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and are not penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. The State and Purchaser agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

##### D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

## D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept logs does not prevent further harvesting operations, or logs can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of logs not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept logs causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- N = Number of days from work stoppage to time of payment

D-033 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for log delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided, \$250.00 each time a load is weighed and/or scaled at a facility not approved as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
[Purchaser Name here]

Purchaser

\_\_\_\_\_  
Laura Ditmer

Southeast Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

[Purchaser Address here]

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation  
that executed the within and foregoing instrument and acknowledged said instrument to be the  
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,  
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that  
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year first above written.

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_



## LOG SALE AND PURCHASE CONTRACT SCHEDULES

# PRE-CRUISE NARRATIVE

<b>Sale Name: Southy Project Sorts</b>	<b>Region: SE</b>
<b>Application #30-84076</b>	<b>District: Klickitat</b>
<b>Contact</b> <b>Forester: David Ryan</b>	<b>Phone/</b> <b>Location: (509)- 493-3218 EXT</b>
<b>Alternate</b> <b>Contact: Albert Durkee</b>	<b>Phone/</b> <b>Location: (509)-493 -3218 233</b>

Type of Sale: (Scale) Cruising Log Length: (16' pine or 32' other)
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## UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #	Legal Description Sec/Twp/Rng	Grant	Gross Acres	Net Acres	Method of acreage determination (compass chain traverse, photo, declination used, GPS, etc.)	Error of Closure
1	Sec.30, T04N, R10E	03	51	50	GPS	
2	Sec.36, T04N, R09E	03	48		GPS	
3	Sec.36, T04N, R09E	03	48		GPS	
4	Sec.31, T04N, R10E	03	23		GPS	
5	Sec.36, T04N, R09E	03	17		GPS	
6	Sec.36, T04N, R09E	03	11		GPS	
7	Sec.31, T04N, R10E	03	32		GPS	
8	Sec.30, T04N, R10E	03	6		GPS	
ROW	Sec 31, T04N, R10E	03	1.7			
<b>Total</b>			<b>237.7</b>	<b>236.7</b>		

## HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Mark LEAVE YELLOW	1 ac SMZ w/blue tags	
2	Mark TAKE ORANGE		
3	Mark TAKE ORANGE		
4	Mark TAKE ORANGE		
5	Mark TAKE ORANGE		
6	Mark TAKE ORANGE		
7	Mark LEAVE YELLOW		
8	Mark LEAVE YELLOW		

**OTHER PRE-CRUISE INFORMATION:**

<b>Unit #</b>	<b>Estimated Volume</b>	<b>Access information (Gates, locks, etc.)</b>	<b>Photos, traverse maps required</b>
1	3.3 MMBF		
2	625 MBF		
3	625 MBF		
4	185 MBF		
5	135 MBF		
6	130 MBF		
7	1.5 MMBF		
8	50 MBF		

**REMARKS:**

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<b>Prepared By: Ryan</b> <b>Date: 09/01/2009</b>	<b>Title: Forester</b>	<b>CC: Cruisers, C. McKinney,</b> <b>L.Hazlett, file</b>
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## Cruise Narrative

<b>Sale Name:</b> Southy Sorts	<b>Region:</b> Southeast
<b>App. Number:</b>	<b>District:</b> Klickitat
<b>Lead cruiser:</b> P. Kirner	<b>Completion date:</b> 11/09/09
<b>Other cruisers on sale:</b> Richards, Ryan, McGee	

### Unit acreage specifications:

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
1	50	Yes	
2	48	Yes	
3	48	Yes	
4	23	Yes	
5	17	Yes	
6	11	Yes	
7	32	Yes	
8	6	Yes	
R/W	1.7	Yes	External R/W to Unit 1
<b>Total</b>	<b>236.7</b>		

### Unit cruise specifications:

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (cruise:count)	Total number of plots
1	V.P.	Full 54.45	4.5	260 x 260	1 to 1	31
2	20% FPS	5.00	N/A	300' x 66'	N/A	5
3	20% FPS	5.00	N/A	300' x 66'	N/A	4

4	20% FPS	5.00	N/A	300' x 66'	N/A	6
5	20% FPS	5.00	N/A	300" x 66"	N/A	3
6	20% FPS	5.00	N/A	300" x 66"	N/A	4
7	V.P.	Full 54.45	4.5	260 x 260	1 to 1	21
8	V.P.	Full 54.45	4.5	260 x 260	1 to 1	3
9	V.P.	Full 54.45	4.5	500' apart	cruise	2

**79 Total**

### Sale/Cruise Description:

<b>Minor species cruise intensity:</b>	Minor species were cruised on cruise plots only.					
<b>Minimum cruise spec:</b>	8 inch D.B.H. holding 5 inches at 16 feet, 10 board feet.					
<b>Avg ring count by sp:</b>	<b>DF =</b>	10	<b>WH =</b>		<b>SS =</b>	
<b>Leave/take tree description:</b>	Units 1, 7 and 8 are regen units. The leave trees are individually marked blue throughout the units. Unit 1 has one leave tree area.					
<b>Other conditions</b>	Units 2, 3, 4, 5, and 6 are thinning units. These units are marked <b>red</b> take.					

### Field observations:

In unit 1 DF is the major specie at 99%. The average tree is 23.7 inches D.B.H. and 103 feet tall. Approximately 42% of this volume is highline quality. There is a trace of Grand Fir in this unit. There are also approximately 290 DF poles in the unit. The average pole has a groundline of 21 inches, 558 bf and is 88.3 feet long. Some of the northern acres can be ground based harvested.

Unit 2 is a thinning unit. The major specie is DF at 99% again. The average DF is 17.9 inches and 92 feet tall. Approximately 62% of the fir volume is highline quality. There is a trace of Grand Fir in this unit also. This unit has poles in it also. There are approximately 225 of them. The average pole has a groundline of 19.1 inches, an average length of 79 feet and 443 bf per piece.

Unit 3 is a thinning. The major is DF at 92%. The average DF in this unit is 14.0 inches for 73 feet tall. Approximately 36% of the DF volume is highline quality. 8% of the volume is Grand Fir. This unit has about 145 poles. The average pole in the unit has a groundline of 16.9 inches, is 61 feet long with an average of 252 bf.

Unit 4 is a thinning also. The major specie is DF at 93%, Grand Fir makes up the other 7% in this unit. The average DF has a diameter of 23.1 inches, and is 91 feet tall. Approximately 43% of the DF volume is a highline quality log. This unit contains approximately 30 poles. The average pole for this unit is 21.2 inches groundline, 90.8 feet long and has 607 bf.

Unit 5 is a 17 acre thinning. The major specie is DF at 96%, Grand Fir makes up the other 4 % of the stand. The average DF tree is 14 inches D.B.H. and 73 feet tall. 19% of the fir volume is a high quality log. This unit has about 50 DF poles. The average pole is 17.2 inches groundline, 66.5 feet tall with 314 bf.

Unit 6 is an 11 acre thinning. 96% of the unit is DF. The average DF is 16.8 inches and 91 feet tall. 67% of the DF volume is a high quality log. This unit also has a component of dead DF that makes up 4% of the volume. Its average size is 20.8 inches D.B.H. and 105 feet tall. No poles were noticed in this unit.

Unit 7 is a regen harvest unit at 32 acres. The DF is the major specie at 98%. Grand fir makes up the other 2% of the volume in the stand. The average DF is 18.8 inches D.B.H. and 78 feet tall. 30% of the DF volume is a high quality log. No poles were noticed in this stand.

Unit 8 is a 6 acre regen harvest unit. DF makes up 100% of the volume in this unit. The average DF is 17.2 inches and 77 feet tall. 51% of the volume is a high quality log. This unit also contains 160 DF poles. The average pole groundline is 20.8 inches and 89 feet tall with an average board feet of 564.

Unit 9 is the external R/W into unit 1.

**Grants:** 75% 03, 25% 01

**Prepared by:** P. Kirner

**Title:** Forest Check Cruiser 1

**CC:**

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## Pole Sale Summary Page

Sale Name: Southy Sorts Date: 11/09/09  
 Region: Southeast District: Klickitat Sec. 36 Twp. 04N Rng. 09E  
 Grant: 03, 01 County: Klickitat Region Contact: Dave Ryan

### Sale Description

	Acres	D.F. Poles	Vol	R.C. Poles	Vol	R.W. Vol	Prep. Method	Expansion Factor	Sample D.O.B.
Unit# <u>1</u>	<u>50</u>	<u>290</u>	<u>162</u>				<u>1/10ac</u>	<u>16.13</u>	<u>21.0"</u>
Unit# <u>2</u>	<u>48</u>	<u>225</u>	<u>100</u>				<u>Strip</u>	<u>5.00</u>	<u>19.1"</u>
Unit# <u>3</u>	<u>48</u>	<u>145</u>	<u>37</u>				<u>Strip</u>	<u>5.00</u>	<u>16.9"</u>
Unit# <u>4</u>	<u>23</u>	<u>30</u>	<u>18</u>				<u>Strip</u>	<u>5.00</u>	<u>21.2"</u>
Unit# <u>5</u>	<u>17</u>	<u>50</u>	<u>16</u>				<u>Strip</u>	<u>5.00</u>	<u>17.2"</u>
Unit# <u>8</u>	<u>6</u>	<u>160</u>	<u>90</u>				<u>1/10 ac</u>	<u>20.0</u>	<u>20.8"</u>
Sub Total:	<u>192</u>	<u>900</u>	<u>422</u>						<u>19.6"</u>

	POLES	VOLUME
<b>TOTAL:</b>	<b><u>900</u></b>	<b><u>422</u></b>

1. Haul cost appraised to: McFarland Cascade At: Curtis
2. Recommended Logging Method: Ground based and some cable in unit 1

3. Apparent Logging Season: Spring and summer

4. Recommended Contract Term: 4 to 6 months

5. Recommended Method of Sale: Contract Harvest

6. Notes: Unit 1 will have a little cable yarding. All other units will be ground-based  
Harvested. Unit 1 will have an external R/W for access.

7. Prepared By: · P. Kirner Title: Forest Check Cruiser 1



TC		PSPCSTGR		Species, Sort Grade - Board Foot Volumes (Project)																		
<div>T04N R09E S36 Ty0002 THRU T04N R10E S31 TyRW</div>				Project: SOUTHY												Page 1						
				Acres 236.70												Date 11/9/2009						
																Time 2:57:13PM						
Spp	S	So	Gr	%	Bd. Ft. per Acre			Total	Percent of Net Board Foot Volume								Average Log				Logs	
				Net					Def%	Gross	Net	Net MBF	Log Scale Dia.				Log Length				Ln	Dia
				BdFt	5-7	8-11	12-16						17+	12-20	21-30	31-35	36-99	Ft	In	Ft		
DF	D	2S		27	4.2	6,657	6,379	1,510		1	57	43		1	1	98	40	15	357	1.94	17.9	
DF	D	3S		22	2.6	5,117	4,983	1,180	14	63	23		0	1	4	95	39	9	121	0.81	41.2	
DF	D	4S		6	8.2	1,446	1,328	314	81	18	1		22	25	20	33	22	6	26	0.39	50.7	
DF	D	UT				4	4	1	67	33			43	38	19		13	6	18	0.34	.3	
DF	M	SM		19	1.4	4,616	4,553	1,078			4	96		4	22	74	38	19	567	2.85	8.0	
DF	M	2S		17	1.4	3,960	3,906	925		0	70	29		10	23	67	36	15	295	1.69	13.3	
DF	M	3S		4	.5	887	882	209	0	89	11			12	29	59	34	10	128	0.88	6.9	
DF	O	SM			36.8	8	5	1				100	100				16	23	240	3.58	.0	
DF	O	2S		5	10.7	1,110	992	235				100			21	79	39	22	750	4.16	1.3	
DF Totals				99	3.2	23,805	23,032	5,452	8	18	34	40	1	5	13	81	32	10	165	1.16	139.6	
DF	D	D	2S	63	26.3	21	15	4			56	44				100	40	15	243	1.82	.1	
DF	D	D	3S	32	24.5	10	8	2		100					32	68	38	9	93	0.82	.1	
DF	D	D	4S	5	37.5	2	1	0	100				40			60	29	5	25	0.38	.0	
DF Totals				0	26.3	33	24	6	4	32	36	28	2		10	88	37	10	128	1.10	.2	
GF	D	2S		45	31.2	176	121	29			44	56				100	40	15	257	1.99	.5	
GF	D	3S		43	3.0	118	115	27	13	69	18				3	97	39	9	124	0.82	.9	
GF	D	4S		12	9.3	33	29	7	77	23			36	19	9	36	23	6	25	0.36	1.2	
GF Totals				1	18.8	327	265	63	14	33	28	25	4	2	2	91	32	9	103	0.93	2.6	
Totals					3.5	24,164	23,321	5,520	8	18	34	40	1	5	13	81	32	10	164	1.16	142.4	

TC PSTATS			PROJECT STATISTICS						PAGE	1	
			PROJECT		SOUTH Y		DATE			11/9/2009	
TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt	
04N 04N	09E 10E	36 31	SOUTH Y SORTS SOUTH Y SORTS	0002 RW	THR	236.70	79	927	S	W	
			PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL			79	927	11.7						
CRUISE			53	789	14.9	13,123	6.0				
DBH COUNT											
REFOREST											
COUNT			25	138	5.5						
BLANKS			1								
100 %											
STAND SUMMARY											
SAMPLE TREES			TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR			754	54.3	20.1	88	26.7	119.7	23,805	23,032	5,201
DOUG FIR-D			4	.1	20.3	90	0.0	.2	33	24	8
GRAND F			31	1.1	17.9	82	0.4	1.9	327	265	77
TOTAL			789	55.4	20.1	88	27.2	121.7	24,164	23,321	5,285
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL	68.1	COEFF	SAMPLE TREES - BF					# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR			86.5	3.4	354	366	379				
DOUG FIR-D			55.5	31.7	196	288	379				
GRAND F			79.2	14.7	188	221	254				
TOTAL			86.9	3.3	348	360	372	302	75	34	
CL	68.1	COEFF	TREES/ACRE					# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR			67.9	7.6	50	54	58				
DOUG FIR-D			538.4	60.5	0	0	0				
GRAND F			333.7	37.5	1	1	1				
TOTAL			67.6	7.6	51	55	60	182	46	20	
CL	68.1	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR			60.2	6.8	112	120	128				
DOUG FIR-D			557.9	62.7	0	0	0				
GRAND F			320.4	36.0	1	2	3				
TOTAL			59.0	6.6	114	122	130	139	35	15	
CL	68.1	COEFF	NET BF/ACRE					# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR			67.8	7.6	21,277	23,032	24,787				
DOUG FIR-D			566.8	63.7	9	24	40				
GRAND F			356.2	40.0	159	265	371				
TOTAL			67.0	7.5	21,566	23,321	25,077	179	45	20	
CL	68.1	COEFF	V BAR/ACRE					# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR			87.8	9.9	178	192	207				
DOUG FIR-D			540.9	60.8	46	128	209				
GRAND F			323.6	36.4	85	142	199				
TOTAL			101.4	11.4	177	192	206	411	103	46	

Species, Sort Grade - Board Foot Volumes (Type)										Page 1											
Project: SOUTHY										Date 11/9/2009											
										Time 2:57:14PM											
T04N R10E S30 T0001										T04N R10E S30 T0001											
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt												
04N	10E	30	SOUTHY SORTS	0001	50.00	31	86	S	W												
S So Gr T rt ad Spp		%	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre			
		Net BdFt	Def%	Gross	Net		Log Scale Dia.				Log Length				Ln	Dia	Bd		CF/ Lf		
		5-7	8-11	12-16	17+		12-20	21-30	31-35	36-99	Ft	In	Ft	Lf							
DF	DM	2S	31	3.9	20,564	19,768	988			54	46			2	98	40	16	378	1.95	52.4	
DF	DM	3S	18	2.5	11,836	11,543	577	6	61	33				1	5	94	39	10	139	0.92	83.3
DF	DM	4S	3	13.4	2,342	2,028	101	57	39	4		26	25	19	30	19	7	26	0.49	77.0	
DF	M	SM	26	1.4	16,528	16,298	815				100			5	22	73	37	20	607	3.01	26.8
DF	M	2S	15	.8	9,900	9,822	491			57	43			15	25	60	35	15	322	1.81	30.5
DF	M	3S	1		558	558	28		100						100		32	9	100	0.70	5.6
DF	O	2S	6	11.1	4,050	3,601	180				100				27	73	38	23	781	4.34	4.6
DF	Totals		100	3.3	65,778	63,618	3,181	3	13	32	52		1	5	14	81	33	12	227	1.48	280.1
GF	DM	3S	83		215	215	11		100						100		40	10	150	0.89	1.4
GF	DM	4S	17	25.0	57	43	2	100							100		40	5	30	0.35	1.4
GF	Totals		0	5.3	272	258	13	17	83						100		40	8	90	0.62	2.9
Type Totals				3.3	66,050	63,875	3,194	3	13	32	52		1	5	14	81	33	12	226	1.47	283.0

T		TSPCSTGR		Species, Sort Grade - Board Foot Volumes (Type)												Page		1				
				Project: SOUTHY												Date		11/9/2009				
																Time		2:57:14PM				
T04N R09E S36 T0002												T04N R09E S36 T0002										
Twp		Rge		Sec		Tract		Type		Acres		Plots		Sample Trees		CuFt		BdFt				
04N		09E		36		SOUTHY SORTS		0002		48.00		5		193		S		W				
S So Gr T rt ad Spp			%	Bd. Ft. per Acre			Total	Percent Net Board Foot Volume								Average Log				Logs Per /Acre		
								Log Scale Dia.				Log Length				Ln Dia Bd CF/ Ft In Ft Lf						
			Net BdFt	Def%			Gross	Net	Net MBF	5-7	8-11	12-16	17+	12-20	21-30	31-35	36-99					
DF			DM	2S	6	10.8	493	440	21		17	61	22			100	40	13	222	1.40	2.0	
DF			DM	3S	24	1.3	1,498	1,479	71	30	69	2			1	8	90	39	8	93	0.61	15.8
DF			DM	4S	7	.7	420	417	20	99	1			27	39	15	19	21	5	24	0.31	17.6
DF			DM	UT			9	9	0	100				11	89			13	5	13	0.24	.7
DF			M	SM	10	8.2	733	673	32			28	72			7	93	39	17	431	2.39	1.6
DF			M	2S	41	1.7	2,592	2,548	122		3	96	2		5	17	78	37	13	245	1.43	10.4
DF			M	3S	11	.4	714	710	34		98	2			16	40	45	33	10	120	0.81	5.9
DF			O	SM	1	36.8	40	25	1				100	100				16	23	240	3.58	.1
DF			Totals		99	3.0	6,498	6,301	302	14	29	47	10	2	7	15	76	32	9	116	0.85	54.2
GF			DM	2S	40		25	25	1			100				100		40	13	240	1.45	.1
GF			DM	3S	40		25	25	1			100				100		40	9	120	0.80	.2
GF			DM	4S	20		13	13	1	75	25			58		42		17	6	24	0.34	.5
GF			Totals		1		63	63	3	15	45	40		12		8	80	26	8	75	0.74	.8
Type Totals						3.0	6,560	6,364	305	14	30	47	10	2	7	15	76	32	9	116	0.85	55.0

Species, Sort Grade - Board Foot Volumes (Type)													Page 1								
Project: SOUTHY													Date 11/9/2009								
													Time 2:57:14PM								
T04N R09E S36 T00U3													T04N R09E S36 T00U3								
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt												
04N	09E	36	SOUTHY SORTS	00U3	48.00	4	266	S	W												
S So Gr T rt ad Spp			% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre	
			Def%	Gross	Net	Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf				

Species, Sort Grade - Board Foot Volumes (Type)										Page 1										
Project: SOUTHY										Date 11/9/2009										
										Time 2:57:14PM										
T04N R10E S31 T0004										T04N R10E S31 T0004										
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt											
04N	10E	31	SOUTHY SORTS	0004	23.00	6	62	S	W											
S So Gr T rt ad Spp		% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log		Logs Per /Acre			
		Def%	Gross	Net	Log Scale Dia.				Log Length				Ln Dia	Bd	CF/ Lf					
DF	DM	2S	31	2.1	1,743	1,707	39			62	38			3	97	40	15	327	1.82	5.2
DF	DM	3S	23	4.0	1,250	1,200	28	12	86	2		2	2	6	90	38	9	108	0.79	11.1
DF	DM	4S	3	5.1	172	163	4	85	15			44	36	15	5	16	6	20	0.37	8.3
DF	M	SM	25	1.9	1,380	1,354	31			18	82		6	28	66	37	18	445	2.46	3.0
DF	M	2S	18		915	915	21			100			18	11	71	34	14	263	1.59	3.5
DF	Totals		93	2.2	5,461	5,339	123	5	20	42	33	2	6	12	80	32	11	172	1.23	31.1
GF	DM	2S	56	1.8	248	243	6			59	41				100	40	14	280	1.54	.9
GF	DM	3S	33	9.7	157	141	3	26	74					15	85	38	8	93	0.72	1.5
GF	DM	4S	11		43	43	1	100				50	30		20	18	6	20	0.34	2.2
GF	Totals		7	4.4	448	428	10	19	24	34	23	5	3	5	87	29	8	94	0.83	4.6
Type Totals				2.4	5,909	5,767	133	6	20	41	32	2	6	11	81	31	10	162	1.18	35.7

Species, Sort Grade - Board Foot Volumes (Type)											Page 1											
Project: SOUTHY											Date	11/9/2009										
											Time	2:57:14PM										
T04N R09E S36 T0005											T04N R09E S36 T0005											
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt													
04N	09E	36	SOUTHY SORTS	0005	17.00	3	75	S	W													
S So Gr T rt ad Spp		%	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre				
		Net BdFt	Def%	Gross	Net		Log Scale Dia.				Log Length				Ln	Dia	Bd		CF/ Lf			
		5-7	8-11	12-16	17+		12-20	21-30	31-35	36-99	Ft	In	Ft	Lf								
DF	DM	2S	9	6.0	294	276	5	100				100				40	12	188	1.34	1.5		
DF	DM	3S	55	2.4	1,718	1,676	29	42	58					100				40	8	86	0.58	19.4
DF	DM	4S	17		491	491	8	98	2		25	26	16	34	18	5	20	0.28	24.7			
DF	M	SM	5		156	156	3	100				100				40	18	530	2.45	.3		
DF	M	2S	10		306	306	5	100					55	22	23	28	13	173	1.26	1.8		
DF	M	3S	4		103	103	2	100					26	74		29	10	117	0.84	.9		
DF	Totals		96	1.9	3,068	3,009	51	39	36	19	5	4	11	7	78	28	7	62	0.56	48.5		
GF	DM	2S	69		85	85	1	100				100				40	14	290	1.85	.3		
GF	DM	3S	28		35	35	1	100				100				40	6	60	0.48	.6		
GF	DM	4S	3		3	3	0	100				100				13	5	10	0.17	.3		
GF	Totals		4		124	124	2	31	69			2	98			33	8	105	0.86	1.2		
Type Totals					1.8	3,191	3,132	53	39	35	21	5	4	10	7	79	28	7	63	0.57	49.7	

T	TSPCSTGR	Species, Sort Grade - Board Foot Volumes (Type)												Page		1					
		Project: SOUTHY												Date		11/9/2009					
														Time		2:57:14PM					
T04N R09E S36 T0006										T04N R09E S36 T0006											
Twp		Rge		Sec		Tract		Type		Acres		Plots		Sample Trees		CuFt		BdFt			
04N		09E		36		SOUTHY SORTS		0006		11.00		4		51		S		W			
S So Gr T rt ad Spp				% Net BdFt	Bd. Ft. per Acre Def% Gross Net			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
									Log Scale Dia.				Log Length				Ln Dia Bd CF/ Ft In Ft Lf				
DF	DM	3S	21	.7	1,377	1,368	15	44	56					100	40	8	86	0.55	15.9		
DF	DM	4S	8		491	491	5	100				27	14	19	41	18	5	20	0.29	24.5	
DF	M	2S	43	2.0	2,764	2,709	30		94	6		10	12	79		36	14	248	1.46	10.9	
DF	M	3S	22		1,355	1,355	15		100			8	22	69		36	10	130	0.88	10.5	
DF	O	2S	6		345	345	4			100				100		40	21	760	3.66	.5	
DF	Totals			96	1.0	6,332	6,268	69	17	34	41	8	2	7	11	79	30	8	101	0.78	62.3
DF	D	DM	2S	73	37.1	318	200	2		27	73			100		40	15	220	1.74	.9	
DF	D	DM	3S	22	48.0	114	59	1		100				100		40	9	65	0.81	.9	
DF	D	DM	4S	5	50.0	27	14	0		100				100		40	6	30	0.43	.5	
DF	D	Totals		4	40.6	459	273	3	5	22	20	53		100		40	11	120	1.11	2.3	
Type Totals					3.7	6,791	6,541	72	17	33	40	10	2	7	11	80	31	8	101	0.79	64.5



T		TSPCSTGR		Species, Sort Grade - Board Foot Volumes (Type)										Page 1									
				Project: SOUTHY										Date 11/9/2009									
														Time 2:57:14PM									
T04N R10E S31 T0007												T04N R10E S31 T0007											
Twp		Rge		Sec		Tract		Type		Acres		Plots		Sample Trees		CuFt		BdFt					
04N		10E		31		SOUTHY SORTS		0007		32.00		21		43		S		W					
S So Gr T rt ad Spp				% Net BdFt	Bd. Ft. per Acre Def% Gross Net			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre		
									Log Scale Dia.				Log Length				Ln Dia Bd CF/ Ft In Ft Lf						
DF				DM	2S	30	5.0	12,834	12,192	390	56	44	3	97	39	15	354	2.09	34.5				
DF				DM	3S	26	3.4	10,613	10,252	328	6	69	24	1	99	40	10	136	0.91	75.6			
DF				DM	4S	10	7.8	4,310	3,974	127	90	10	15	18	24	43	27	6	31	0.39	129.6		
DF				M	SM	8		3,266	3,266	105		22	78		22	78	38	17	451	2.47	7.2		
DF				M	2S	15	2.7	6,372	6,202	198		87	13		24	76	38	14	291	1.67	21.3		
DF				M	3S	7		2,504	2,504	80	72	28		18		82	35	11	149	0.99	16.8		
DF				O	2S	4	10.0	1,764	1,589	51			100			100	40	20	656	3.68	2.4		
DF		Totals				98	4.0	41,663	39,979	1,279	11	23	40	26	1	4	8	87	33	9	139	1.03	287.3
GF		DM 2S		71	43.5	907	513	16		17	83			100	40	17	268	2.41		1.9			
GF		DM 3S		22	8.3	169	155	5		100				100	40	13	220	1.45		.7			
GF		DM 4S		7		46	46	1	100			39	61		17	8	35	0.63		1.3			
GF		Totals				2	36.4	1,122	714	23	6	34	60	3	4		94	32	13	182	1.88	3.9	
Type Totals						4.9	42,785	40,693	1,302	10	23	40	26	2	4	8	87	33	9	140	1.04	291.3	

TSPCSTGR														Species, Sort Grade - Board Foot Volumes (Type)														Page 1			
Project: SOUTHY														Date 11/9/2009				Time 2:57:14PM													
T04N R10E S30 T0008														T04N R10E S30 T0008																	
Twp		Rge		Sec		Tract		Type		Acres		Plots		Sample Trees				CuFt		BdFt											
04N		10E		30		SOUTHY SORTS		0008		6.00		3		8				S		W											
S So Gr T rt ad Spp				%	Bd. Ft. per Acre			Total	Percent Net Board Foot Volume										Average Log				Logs Per /Acre								
									Log Scale Dia.					Log Length					Ln Dia Bd CF/ Ft In Ft Lf												
				Net BdFt	Def% Gross Net			Net MBF	5-7 8-11 12-16 17+					12-20 21-30 31-35 36-99																	
DF				DM	2S		19	7,297 7,297			44	100					100					40 14 267 1.49				27.3					
DF				DM	3S		24	8,488 8,488			51	67 33					7 93					40 7 75 0.54				113.0					
DF				DM	4S		6	2.7 2,496 2,428			15	89 11					41 59					17 6 19 0.29				127.3					
DF				M	SM		33	11,928 11,928			72	100					32 68					37 18 508 2.47				23.5					
DF				M	2S		10	3,674 3,674			22	100					100					40 17 460 2.36				8.0					
DF				M	3S		8	2,773 2,773			17	100					100					40 11 180 1.12				15.4					
DF Totals							100	.2 36,656 36,588			220	21 16 20 43					3 4 12 81					30 8 116 0.87				314.5					
Type Totals								.2 36,656 36,588			220	21 16 20 43					3 4 12 81					30 8 116 0.87				314.5					

T		TSPCSTGR		Species, Sort Grade - Board Foot Volumes (Type)										Page 1									
				Project: SOUTHY										Date 11/9/2009									
														Time 2:57:14PM									
T04N R10E S31 TRW										T04N R10E S31 TRW													
Twp		Rge		Sec		Tract		Type		Acres		Plots		Sample Trees		CuFt		BdFt					
04N		10E		31		SOUTHY SORTS		RW		1.70		2		5		S		W					
S So Gr T rt ad Spp				% Net BdFt	Bd. Ft. per Acre Def% Gross Net			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre		
									Log Scale Dia.				Log Length				Ln Dia Bd CF/ Ft In Ft Lf						
DF				DM	2S	26	8.4	8,869	8,121	14	38	62	100				40	13	219	1.31	37.1		
DF				DM	3S	18	2.5	5,817	5,669	10	21	58	21	100				40	9	111	0.74	51.1	
DF				DM	4S	3		898	898	2	80	20	58 42				14	6	21	0.33	43.7		
DF				M	SM	39		12,098	12,098	21	100				100				40	18	568	2.81	21.3
DF				M	2S	14		4,229	4,229	7	40 60				40 60				27	16	304	1.74	13.9
DF		Totals				100	2.8	31,912	31,015	53	6	21	25	47	2	7	8	83	32	11	186	1.25	167.1
Type Totals							2.8	31,912	31,015	53	6	21	25	47	2	7	8	83	32	11	186	1.25	167.1

TC TSTATS				<b>STATISTICS</b>				PAGE	1
				<b>PROJECT SOUTH Y</b>				DATE	11/9/2009
<b>TWP</b>	<b>RGE</b>	<b>SECT</b>	<b>TRACT</b>	<b>TYPE</b>	<b>ACRES</b>	<b>PLOTS</b>	<b>TREES</b>	<b>CuFt</b>	<b>BdFt</b>
<b>04N</b>	<b>10E</b>	<b>30</b>	<b>SOUTH Y SORTS</b>	<b>0001</b>	50.00	31	164	S	W

			TREES	ESTIMATED	PERCENT
			PER PLOT	TOTAL	SAMPLE
	PLOTS	TREES		TREES	TREES
TOTAL	31	164	5.3		
CRUISE	16	86	5.4	4,759	1.8
DBH COUNT					
REFOREST					
COUNT	15	78	5.2		
BLANKS					
100 %					

<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	85	93.7	23.7	103	58.9	286.3	65,778	63,618	13,616	13,616
GRAND F	1	1.4	15.0	83	0.5	1.8	272	258	70	71
<b>TOTAL</b>	<b>86</b>	<b>95.2</b>	<b>23.6</b>	<b>103</b>	<b>59.3</b>	<b>288.1</b>	<b>66,050</b>	<b>63,875</b>	<b>13,687</b>	<b>13,687</b>

CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										

CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>					# OF TREES REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR	50.8	5.5	813	861	908					
GRAND F										
<b>TOTAL</b>	<b>51.7</b>	<b>5.6</b>	<b>805</b>	<b>853</b>	<b>900</b>		<b>107</b>	<b>27</b>	<b>12</b>	

CL: 68.1 %	COEFF	<b>TREES/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR	50.1	9.0	85	94	102					
GRAND F	556.8	99.9	0	1	3					
<b>TOTAL</b>	<b>50.7</b>	<b>9.1</b>	<b>87</b>	<b>95</b>	<b>104</b>		<b>102</b>	<b>26</b>	<b>11</b>	

CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR	43.1	7.7	264	286	308					
GRAND F	556.8	99.9	0	2	4					
<b>TOTAL</b>	<b>43.7</b>	<b>7.8</b>	<b>265</b>	<b>288</b>	<b>311</b>		<b>76</b>	<b>19</b>	<b>8</b>	

CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR	44.4	8.0	58,547	63,618	68,688					
GRAND F	556.8	99.9	0	258	515					
<b>TOTAL</b>	<b>44.7</b>	<b>8.0</b>	<b>58,747</b>	<b>63,875</b>	<b>69,003</b>		<b>80</b>	<b>20</b>	<b>9</b>	

CL: 68.1 %	COEFF	<b>V-BAR/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR			204	222	240					
GRAND F	556.8	99.9	0	147	293					
<b>TOTAL</b>	<b>186.3</b>	<b>33.4</b>	<b>204</b>	<b>222</b>	<b>240</b>		<b>1,385</b>	<b>346</b>	<b>154</b>	

TC TSTATS				STATISTICS				PAGE	1		
				PROJECT SOUTH Y				DATE	11/9/2009		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
04N	09E	36	SOUTH Y SORTS	0002	48.00	5	193	S	W		
				TREES	ESTIMATED	PERCENT					
				PER PLOT	TOTAL	SAMPLE					
					TREES	TREES					
TOTAL		5	193	38.6							
CRUISE		5	193	38.6	965		20.0				
DBH COUNT											
REFOREST											
COUNT											
BLANKS											
100 %											
STAND SUMMARY											
		SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
		TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR		190	19.8	17.9	92	8.1	34.4	6,498	6,301	1,461	1,461
GRAND F		3	.3	15.5	77	0.1	.4	63	63	16	16
TOTAL		193	20.1	17.8	92	8.2	34.8	6,560	6,364	1,477	1,477
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL:	68.1 %	COEFF		SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR		62.2	4.6	312	327	342					
GRAND F		75.0	51.9	96	200	304					
TOTAL		62.5	4.6	310	325	340	156		39	17	
CL:	68.1 %	COEFF		TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR		50.6	25.2	15	20	25					
GRAND F		149.1	74.1	0	0	1					
TOTAL		50.2	24.9	15	20	25	124		31	14	
CL:	68.1 %	COEFF		BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR		50.2	24.9	26	34	43					
GRAND F		146.0	72.5	0	0	1					
TOTAL		49.6	24.7	26	35	43	122		30	14	
CL:	68.1 %	COEFF		NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR		51.6	25.7	4,684	6,301	7,918					
GRAND F		149.1	74.1	16	63	109					
TOTAL		51.0	25.3	4,752	6,364	7,975	128		32	14	
CL:	68.1 %	COEFF		V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15	
DOUG FIR		53.4	26.5	136	183	230					
GRAND F		147.2	73.2	40	153	267					
TOTAL		52.8	26.2	137	183	229	138		34	15	

TC TSTATS				STATISTICS				PAGE	1		
				PROJECT SOUTHY				DATE	11/9/2009		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
04N	09E	36	SOUTHY SORTS	00U3	48.00	4	266	S	W		
				TREES	ESTIMATED	PERCENT					
				PER PLOT	TOTAL	SAMPLE					
					TREES	TREES					
TOTAL			4	266	66.5						
CRUISE			4	266	66.5	1,330	20.0				
DBH COUNT											
REFOREST											
COUNT											
BLANKS											
100 %											
STAND SUMMARY											
SAMPLE			TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
TREES			/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR			250	26.0	14.0	73	7.5	28.0	3,729	3,622	949
DOUG FIR-D			2	.2	19.8	75	0.1	.4	57	57	15
GRAND F			14	1.5	14.9	79	0.5	1.8	258	252	67
TOTAL			266	27.7	14.1	74	8.0	30.2	4,045	3,931	1,030
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL: 68.1 %			COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD: 1.0			VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR			38.5	2.7	165	170	174				
DOUG FIR-D			69.4	65.0	96	275	454				
GRAND F			38.9	11.2	165	186	207				
TOTAL			39.3	2.6	167	172	176	62	15	7	
CL: 68.1 %			COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD: 1.0			VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR			50.9	29.1	18	26	34				
DOUG FIR-D			115.5	66.0	0	0	0				
GRAND F			105.6	60.3	1	1	2				
TOTAL			52.4	29.9	19	28	36	143	36	16	
CL: 68.1 %			COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD: 1.0			VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR			35.3	20.1	22	28	34				
DOUG FIR-D			128.7	73.5	0	0	1				
GRAND F			99.7	57.0	1	2	3				
TOTAL			36.8	21.0	24	30	37	71	18	8	
CL: 68.1 %			COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD: 1.0			VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR			30.3	17.3	2,995	3,622	4,249				
DOUG FIR-D			140.6	80.3	11	57	103				
GRAND F			102.6	58.6	104	252	400				
TOTAL			32.8	18.7	3,195	3,931	4,668	56	14	6	
CL: 68.1 %			COEFF	V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.	
SD: 1.0			VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR			49.1	28.0	107	129	152				
DOUG FIR-D			118.9	67.9	25	128	232				
GRAND F			108.7	62.1	59	143	227				
TOTAL			51.2	29.3	106	130	155	137	34	15	

TC TSTATS				STATISTICS				PAGE	1		
				PROJECT SOUTHY				DATE	11/9/2009		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
04N	10E	31	SOUTHY SORTS	0004	23.00	6	62	S	W		
				TREES	ESTIMATED	PERCENT					
				PER PLOT	TOTAL	SAMPLE					
					TREES	TREES					
TOTAL		6	62	10.3							
CRUISE		6	62	10.3	310		20.0				
DBH COUNT											
REFOREST											
COUNT											
BLANKS											
100 %											
STAND SUMMARY											
SAMPLE		TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET	
TREES		/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC	
DOUG FIR		53	11.5	21.3	91	6.2	28.6	5,461	5,339	1,218	1,218
GRAND F		9	2.0	16.7	71	0.7	3.0	448	428	108	108
TOTAL		62	13.5	20.7	88	6.9	31.5	5,909	5,767	1,325	1,326
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL: 68.1 %	COEFF	SAMPLE TREES - BF					# OF TREES REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5 10		15			
DOUG FIR		63.5	8.7	423	463	504					
GRAND F		90.4	31.9	149	219	289					
TOTAL		68.7	8.7	391	428	465		189	47	21	
CL: 68.1 %	COEFF	TREES/ACRE					# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5 10		15			
DOUG FIR		63.8	28.4	8	12	15					
GRAND F		187.4	83.4	0	2	4					
TOTAL		61.1	27.2	10	13	17		178	44	20	
CL: 68.1 %	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5 10		15			
DOUG FIR		56.2	25.0	21	29	36					
GRAND F		165.5	73.7	1	3	5					
TOTAL		49.1	21.9	25	32	38		115	29	13	
CL: 68.1 %	COEFF	NET BF/ACRE					# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5 10		15			
DOUG FIR		52.7	23.5	4,087	5,339	6,592					
GRAND F		154.9	69.0	133	428	724					
TOTAL		45.0	20.1	4,611	5,767	6,924		97	24	11	
CL: 68.1 %	COEFF	V-BAR/ACRE					# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5 10		15			
DOUG FIR		54.8	24.4	143	187	231					
GRAND F		165.0	73.5	45	145	245					
TOTAL		49.0	21.8	146	183	220		114	29	13	

TC TSTATS				<b>STATISTICS</b>				PAGE	1
				<b>PROJECT SOUTH Y</b>				DATE	11/9/2009
<b>TWP</b>	<b>RGE</b>	<b>SECT</b>	<b>TRACT</b>	<b>TYPE</b>	<b>ACRES</b>	<b>PLOTS</b>	<b>TREES</b>	<b>CuFt</b>	<b>BdFt</b>
<b>04N</b>	<b>09E</b>	<b>36</b>	<b>SOUTH Y SORTS</b>	<b>0005</b>	17.00	3	75	S	W

			TREES	ESTIMATED	PERCENT
			PER PLOT	TOTAL	SAMPLE
PLOTS	TREES		TREES		TREES
TOTAL	3	75	25.0		
CRUISE	3	75	25.0	375	20.0
DBH COUNT					
REFOREST					
COUNT					
BLANKS					
100 %					

<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	73	21.5	14.0	73	6.2	23.1	3,068	3,009	770	769
GRAND F	2	.6	17.1	74	0.2	.9	124	124	34	34
<b>TOTAL</b>	<b>75</b>	<b>22.1</b>	<b>14.1</b>	<b>73</b>	<b>6.4</b>	<b>24.0</b>	<b>3,191</b>	<b>3,132</b>	<b>803</b>	<b>803</b>

CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										

CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>					# OF TREES REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR			250	250	250					
GRAND F	94.3	88.3	25	210	395					
<b>TOTAL</b>			<b>248</b>	<b>248</b>	<b>248</b>					

CL: 68.1 %	COEFF	<b>TREES/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR	69.5	48.1	11	21	32					
GRAND F	86.6	59.9	0	1	1					
<b>TOTAL</b>	<b>69.4</b>	<b>48.0</b>	<b>11</b>	<b>22</b>	<b>33</b>		<b>277</b>	<b>69</b>	<b>31</b>	

CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR	59.7	41.3	14	23	33					
GRAND F	131.3	90.8	0	1	2					
<b>TOTAL</b>	<b>57.8</b>	<b>40.0</b>	<b>14</b>	<b>24</b>	<b>34</b>		<b>192</b>	<b>48</b>	<b>21</b>	

CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR	49.6	34.3	1,977	3,009	4,041					
GRAND F	132.3	91.5	10	124	237					
<b>TOTAL</b>	<b>47.4</b>	<b>32.8</b>	<b>2,105</b>	<b>3,132</b>	<b>4,159</b>		<b>129</b>	<b>32</b>	<b>14</b>	

CL: 68.1 %	COEFF	<b>V-BAR/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15	
DOUG FIR	66.0	45.6	86	130	175					
GRAND F	86.6	59.9	11	132	253					
<b>TOTAL</b>	<b>65.8</b>	<b>45.5</b>	<b>88</b>	<b>130</b>	<b>173</b>		<b>249</b>	<b>62</b>	<b>28</b>	



TC TSTATS				STATISTICS				PAGE	1		
				PROJECT SOUTH Y				DATE	11/9/2009		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
04N	09E	36	SOUTH Y SORTS	0006	11.00	4	51	S	W		
			TREES	ESTIMATED			PERCENT				
			PER PLOT	TOTAL			SAMPLE				
				TREES			TREES				
PLOTS		TREES									
TOTAL		4	51	12.8							
CRUISE		4	51	12.8	255		20.0				
DBH COUNT											
REFOREST											
COUNT											
BLANKS											
100 %											
STAND SUMMARY											
SAMPLE		TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET	
TREES		/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC	
DOUG FIR		49	22.3	16.8	91	8.4	34.5	6,332	6,268	1,459	
DOUG FIR-D		2	.9	20.8	105	0.5	2.1	459	273	101	
TOTAL		51	23.2	17.0	91	8.9	36.6	6,791	6,541	1,560	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		56.7	8.8	307	336	366					
DOUG FIR-D		66.0	61.8	115	300	485					
TOTAL		56.4	8.6	306	335	363	127	32	14		
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		70.7	40.4	13	22	31					
DOUG FIR-D		200.0	114.3		1	2					
TOTAL		74.0	42.3	13	23	33	286	71	32		
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		61.2	34.9	22	34	46					
DOUG FIR-D		200.0	114.3		2	5					
TOTAL		65.6	37.5	23	37	50	224	56	25		
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		54.4	31.1	4,320	6,268	8,216					
DOUG FIR-D		200.0	114.3		273	584					
TOTAL		57.3	32.7	4,400	6,541	8,682	171	43	19		
CL:	68.1 %	COEFF	V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		60.7	34.7	125	182	238					
DOUG FIR-D		200.0	114.3		127	273					
TOTAL		63.0	36.0	120	179	237	207	52	23		

TC TSTATS				STATISTICS				PAGE	1		
				PROJECT SOUTHY				DATE	11/9/2009		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
04N	10E	31	SOUTHY SORTS	0007	32.00	21	99	S	W		
			TREES	ESTIMATED			PERCENT				
			PER PLOT	TOTAL			SAMPLE				
			TREES	TREES			TREES				
TOTAL		21	99	4.7							
CRUISE		11	43	3.9	4,231		1.0				
DBH COUNT											
REFOREST											
COUNT		9	56	6.2							
BLANKS		1									
100 %											
STAND SUMMARY											
SAMPLE		TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET	
TREES		/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC	
DOUG FIR		41	130.9	18.8	78	58.1	251.5	41,663	39,979	9,887	
GRAND F		2	1.3	26.9	100	1.0	5.2	1,122	714	240	
TOTAL		43	132.2	18.9	78	59.1	256.7	42,785	40,693	10,126	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		63.0	9.8	414	460	505					
GRAND F		92.5	86.6	70	520	970					
TOTAL		63.2	9.6	418	462	507	160	40	18		
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		61.5	13.7	113	131	149					
GRAND F		316.8	70.8	0	1	2					
TOTAL		60.0	13.4	114	132	150	151	38	17		
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		57.1	12.8	219	252	284					
GRAND F		315.8	70.6	2	5	9					
TOTAL		54.6	12.2	225	257	288	125	31	14		
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR		60.2	13.4	34,603	39,979	45,355					
GRAND F		391.0	87.4	90	714	1,338					
TOTAL		59.5	13.3	35,284	40,693	46,102	148	37	16		
CL:	68.1 %	COEFF	V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
DOUG FIR				138	159	180					
GRAND F		391.0	87.4	17	138	258					
TOTAL		253.8	56.7	137	159	180	2,704	676	300		

TC TSTATS				STATISTICS				PAGE	1			
				PROJECT	SOUTHY			DATE	11/9/2009			
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt			
04N	10E	30	SOUTHY SORTS	0008	6.00	3	12	S	W			
				TREES	ESTIMATED	PERCENT						
			PLOTS	TREES	PER PLOT	TREES	TREES					
TOTAL			3	12	4.0							
CRUISE			2	8	4.0	812	1.0					
DBH COUNT												
REFOREST												
COUNT			1	4	4.0							
BLANKS												
100 %												
STAND SUMMARY												
SAMPLE			TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET	
TREES			/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC	
DOUG FIR			8	135.3	17.2	77	52.5	217.8	36,656	36,588	8,265	8,272
TOTAL			8	135.3	17.2	77	52.5	217.8	36,656	36,588	8,265	8,272
CONFIDENCE LIMITS OF THE SAMPLE												
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR												
CL:	68.1 %	COEFF	SAMPLE TREES - BF					# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DOUG FIR			73.1	27.6	331	458	584					
TOTAL			73.1	27.6	331	458	584	243	61	27		
CL:	68.1 %	COEFF	TREES/ACRE					# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DOUG FIR			36.8	25.5	101	135	170					
TOTAL			36.8	25.5	101	135	170	78	19	9		
CL:	68.1 %	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DOUG FIR				218	218	218						
TOTAL				218	218	218						
CL:	68.1 %	COEFF	NET BF/ACRE					# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DOUG FIR			9.6	6.7	34,150	36,588	39,026					
TOTAL			9.6	6.7	34,150	36,588	39,026	5	1	1		
CL:	68.1 %	COEFF	V-BAR/ACRE					# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5		10	15		
DOUG FIR				157	168	179						
TOTAL			137.7	95.3	157	168	179	1,089	272	121		

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	SOUTHY			DATE	11/9/2009	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
04N	10E	31	SOUTHY SORTS	RW	1.70	2	5	S	W	
			TREES	ESTIMATED		PERCENT				
PLOTS			TREES	TOTAL		SAMPLE				
			PER PLOT	TREES		TREES				
TOTAL			2	5	2.5					
CRUISE			2	5	2.5		87	5.8		
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
STAND SUMMARY										
SAMPLE		TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
TREES		/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR		5	51.1	22.1	109	28.9	136.1	31,912	31,015	6,703
TOTAL		5	51.1	22.1	109	28.9	136.1	31,912	31,015	6,703
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		59.8	29.7	530	754	978				
TOTAL		59.8	29.7	530	754	978	177	44	20	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		67.6	63.3	19	51	83				
TOTAL		67.6	63.3	19	51	83	321	80	36	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		28.3	26.5	100	136	172				
TOTAL		28.3	26.5	100	136	172	56	14	6	
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		5.3	5.0	29,475	31,015	32,556				
TOTAL		5.3	5.0	29,475	31,015	32,556	2	0	0	
CL:	68.1 %	COEFF	V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR		5.3	5.0	217	228	239				
TOTAL		5.3	5.0	217	228	239	2	0	0	

TC PLOGSTVB			Log Stock Table - MBF										5 Inch Top						
T04N R09E S36 Ty0002 THRU T04N R10E S31 TyRW			Project: SOUTHY Acres 236.70										Page 1 Date 11/9/2009 Time 2:57:15PM						
Spp	S T	So Gr rt de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
								2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28	29+
DF		DM 2S	24	12		12	.2					1	12						
DF		DM 2S	32	22	5.5	21	.4					4				17			
DF		DM 2S	40	1,542	4.2	1,477	27.1				9	643	551	269		5			
DF		DM 3S	16	1		1	.0					1							
DF		DM 3S	23	2		2	.0				2								
DF		DM 3S	24	0		0	.0				0								
DF		DM 3S	25	2	2.3	2	.0			0	2								
DF		DM 3S	27	3		3	.1			2	0								
DF		DM 3S	28	0		0	.0			0									
DF		DM 3S	29	3	3.8	3	.0			0	2								
DF		DM 3S	30	1		1	.0			1									
DF		DM 3S	31	7	13.2	6	.1			1	5								
DF		DM 3S	32	33	3.2	32	.6			7	25								
DF		DM 3S	33	8	10.4	7	.1			0	7								
DF		DM 3S	35	9	10.6	8	.1		0	1	7								
DF		DM 3S	36	4	46.2	2	.0			0	2								
DF		DM 3S	37	9	8.8	8	.1		0	4	4								
DF		DM 3S	38	4		4	.1		0		4								
DF		DM 3S	40	1,127	2.2	1,102	20.2		4	146	679	273							
DF		DM 4S	8	1		1	.0		1	0									
DF		DM 4S	9	3	25.8	2	.0		1	1	0								
DF		DM 4S	10	3	21.1	2	.0		0	0	1								
DF		DM 4S	11	3	14.2	2	.0		1	0	1								
DF		DM 4S	12	4	38.3	2	.0		1	1	1								
DF		DM 4S	13	11		11	.2		1	5	5								
DF		DM 4S	14	9	28.8	6	.1		1	1	5								
DF		DM 4S	15	7		7	.1		7	0									
DF		DM 4S	16	17	1.6	17	.3		10	4	3								
DF		DM 4S	17	9		9	.2		4	3	1								
DF		DM 4S	18	3		3	.1		2	0	1								
DF		DM 4S	19	2	2.8	2	.0		1	1									
DF		DM 4S	20	7	16.5	6	.1		1	1		4							
DF		DM 4S	21	17	5.7	16	.3		5	10	2								
DF		DM 4S	22	2	5.7	2	.0		1	1									
DF		DM 4S	23	12	13.7	10	.2		1	7	2								
DF		DM 4S	24	15	8.5	14	.3		5	4	6								
DF		DM 4S	25	4		4	.1		2		3								

TC PLOGSTVB				Log Stock Table - MBF										5 Inch Top					
T04N R09E S36 Ty0002 THRU T04N R10E S31 TyRW				Project: SOUTHY Acres 236.70										Page 2 Date 11/9/2009 Time 2:57:15PM					
Spp	S T	So Gr rt de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
								2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28	29+
DF		DM 4S	26	4	30.4	3	.0		1	2									
DF		DM 4S	27	13		13	.2		5	5	3								
DF		DM 4S	28	7	23.4	5	.1		4	1									
DF		DM 4S	29	7	12.8	6	.1		3		4								
DF		DM 4S	30	5		5	.1		2	3									
DF		DM 4S	31	8	19.0	6	.1		1	1	5								
DF		DM 4S	32	19	11.0	17	.3		2	12	3								
DF		DM 4S	33	15	12.9	13	.2		1	8	4								
DF		DM 4S	34	5		5	.1		4	0									
DF		DM 4S	35	22		22	.4		13	9									
DF		DM 4S	36	6		6	.1		2	4									
DF		DM 4S	37	1	16.7	1	.0		1										
DF		DM 4S	38	22	9.7	20	.4		17	2									
DF		DM 4S	39	9	18.2	7	.1		7										
DF		DM 4S	40	74	5.1	70	1.3		54	12	5								
DF		DM UT	8	0		0	.0		0										
DF		DM UT	10	0		0	.0		0										
DF		DM UT	12	0		0	.0			0									
DF		DM UT	23	0		0	.0		0										
DF		DM UT	25	0		0	.0		0										
DF		DM UT	30	0		0	.0		0										
DF		DM UT	33	0		0	.0		0										
DF		M SM	24	2	9.5	2	.0							2					
DF		M SM	26	44	5.0	41	.8									20	21		
DF		M SM	32	236		234	4.3						48	118	45	23			
DF		M SM	40	811	1.3	800	14.7						351	222	198	28			
DF		M 2S	24	98	1.6	97	1.8				1	52	13	31					
DF		M 2S	32	212	1.2	209	3.8					106	69	34					
DF		M 2S	40	627	1.4	619	11.3				3	405	211						
DF		M 3S	24	22		22	.4				22								
DF		M 3S	26	2		2	.0				2								
DF		M 3S	28	0		0	.0			0									
DF		M 3S	30	0		0	.0				0								
DF		M 3S	32	62		62	1.1				61	1							
DF		M 3S	40	124		123	2.3				101	22							

TC PLOGSTVB				Log Stock Table - MBF 5 Inch Top																
T04N R09E S36 Ty0002 THRU T04N R10E S31 TyRW				Project: SOUTHY Acres 236.70												Page 3 Date 11/9/2009 Time 2:57:15PM				
Spp	S T	So rt	Gr de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
									2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28	29+
DF		O	SM	16	2	36.8	1	.0								1				
DF		O	2S	32	49		49	.9								24		25		
DF		O	2S	40	214	13.1	185	3.4						28	115	20	22			
DF		Totals			5,635	3.2	5,452	98.8		164	258	993	1511	1256	705	358	139	43	25	
DF	D	DM	2S	40	5	26.3	4	63.5				2	2							
DF	D	DM	3S	32	1		1	10.4			1									
DF	D	DM	3S	40	2	32.4	1	21.7			1									
DF	D	DM	4S	18	0		0	1.7		0										
DF	D	DM	4S	40	0	50.0	0	2.6			0									
DF		Totals			8	26.3	6	.1		0	0	2	2	2						
GF		DM	2S	40	42	31.2	29	45.6				13	2	14						
GF		DM	3S	32	1	5.0	1	1.5			1	0								
GF		DM	3S	40	27	3.0	26	41.8			3	18	5							
GF		DM	4S	8	0		0	.1		0										
GF		DM	4S	9	0		0	.2		0										
GF		DM	4S	11	0		0	.1		0										
GF		DM	4S	12	0		0	.2		0										
GF		DM	4S	13	1		1	1.0		0		1								
GF		DM	4S	14	0		0	.1		0										
GF		DM	4S	15	0		0	.2			0									
GF		DM	4S	16	0		0	.5			0									
GF		DM	4S	17	0		0	.2		0										
GF		DM	4S	18	0		0	.6		0		0								
GF		DM	4S	19	1		1	.9		0	0									
GF		DM	4S	20	0		0	.2		0										
GF		DM	4S	21	1		1	1.4				1								
GF		DM	4S	25	0		0	.2		0										
GF		DM	4S	28	0		0	.2			0									
GF		DM	4S	29	0		0	.2		0										
GF		DM	4S	31	0		0	.2		0										
GF		DM	4S	32	0		0	.4			0									
GF		DM	4S	33	0		0	.3		0										
GF		DM	4S	40	3	21.9	3	4.1		3										
GF		Totals			77	18.8	63	1.1		4	4	20	18	2	14					

TC PLOGSTVB				Log Stock Table - MBF										5 Inch Top					
<div>T04N R09E S36 Ty0002 THRU T04N R10E S31 TyRW</div>				Project: SOUTHY Acres 236.70										Page 4 Date 11/9/2009 Time 2:57:15PM					
S T  Spp	So rt	Gr de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
								2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28	29+
Total	All Species			5,720	3.5	5,520	100.0	169		262	1015	1530	1260	718	358	139	43	25	



TC PLOGSTVT_SED																	Project Log Stock Table - TONS(SED)										2 Inch Top			
T04N R09E S36 Ty0002 THRU T04N R10E S31 TyRW					Project: SOUTHY Acres 236.70										Page 1 Date 11/9/2009 Time 3:07:31PM															
Spp	S T	So Gr rt de	Log Len	SED	TONS	Tons by Scaling Diameter in Inches																								
						2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28	29+													
DF		DM 2S	24	15.8	60					3	57																			
DF		DM 2S	32	17.3	103					33				71																
DF		DM 2S	40	14.4	9,114				60	4107	3421	1501		25																
DF		DM 3S	16	13.0	2					2																				
DF		DM 3S	23	9.0	17				17																					
DF		DM 3S	24	9.0	2				2																					
DF		DM 3S	25	8.5	21			2	19																					
DF		DM 3S	27	7.1	28			25	3																					
DF		DM 3S	28	7.0	2			2																						
DF		DM 3S	29	7.9	30			2	27																					
DF		DM 3S	30	7.0	5			5																						
DF		DM 3S	31	8.1	66			4	61																					
DF		DM 3S	32	8.1	254			47	208																					
DF		DM 3S	33	8.1	66			3	63																					
DF		DM 3S	35	8.1	73			8	65																					
DF		DM 3S	36	8.6	37			3	35																					
DF		DM 3S	37	7.9	79			36	44																					
DF		DM 3S	38	9.0	34				34																					
DF		DM 3S	40	8.5	8,138	5	50	1230	5050	1804																				
DF		DM 4S		6.9																										
DF		DM 4S	8	5.5	3	1	0	2																						
DF		DM 4S	9	7.2	23	0	0	12	10																					
DF		DM 4S	10	5.4	22	7	1	1	13																					
DF		DM 4S	11	5.7	16	1	1	0	14																					
DF		DM 4S	12	8.3	23	0	1	4	17																					
DF		DM 4S	13	6.1	89	12	2	36	38																					
DF		DM 4S	14	8.2	58	0	0	10	47																					
DF		DM 4S	15	4.9	33	3	30	1																						
DF		DM 4S	16	5.9	69	17	3	26	24																					
DF		DM 4S	17	5.7	55	2	17	21	14																					
DF		DM 4S	18	4.6	23	6	1	3	13																					
DF		DM 4S	19	5.3	10	1	4	5																						
DF		DM 4S	20	6.1	41	3	2	11		26																				
DF		DM 4S	21	5.4	121	24	2	80	16																					
DF		DM 4S	22	4.4	18	4	3	11																						
DF		DM 4S	23	5.9	114	13	5	62	33																					
DF		DM 4S	24	5.9	131	5	32	35	59																					

TC PLOGSTVT_SED																	Project Log Stock Table - TONS(SED) 2 Inch Top																
T04N R09E S36 Ty0002 THRU T04N R10E S31 TyRW										Project: SOUTHY Acres 236.70										Page 2													
																				Date 11/9/2009													
																				Time 3:07:31PM													
Spp	S T	So rt	Gr de	Log Len	SED	TONS	Tons by Scaling Diameter in Inches																										
							2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28	29+															
DF		DM	4S	25	8.2	27			3		24																						
DF		DM	4S	26	3.2	61	30	2		29																							
DF		DM	4S	27	5.3	104	2	31		50	21																						
DF		DM	4S	28	3.1	50	40	1		8																							
DF		DM	4S	29	7.9	56	2	1			53																						
DF		DM	4S	30	4.3	72	42	3		27																							
DF		DM	4S	31	6.4	80	9			7	64																						
DF		DM	4S	32	6.1	152	6	12		105	30																						
DF		DM	4S	33	5.5	165	32	6		64	62																						
DF		DM	4S	34	5.2	5	1	2		2																							
DF		DM	4S	35	5.7	72	2	2		68																							
DF		DM	4S	36	5.0	47	12			36																							
DF		DM	4S	37	3.0	1	1																										
DF		DM	4S	38	4.9	125	26	56		42																							
DF		DM	4S	40	4.6	1,041	318	574		111	39																						
DF		DM	4S	41	3.7	4	4																										
DF		DM	UT	8	3.3	0	0	0																									
DF		DM	UT	12	10.0	3				3																							
DF		DM	UT	13	4.0	0	0																										
DF		DM	UT	15	3.0	0	0																										
DF		DM	UT	31	2.0	2	2																										
DF		DM	UT	40	3.5	2	2																										
DF		M	SM	24	20.0	11							11																				
DF		M	SM	26	23.9	188								93	94																		
DF		M	SM	32	19.1	1,210						266	594	233	116																		
DF		M	SM	40	18.4	4,393						2058	1186	1009	140																		
DF		M	2S	24	14.7	490																											
DF		M	2S	32	15.9	1,081				3	259	86	141																				
DF		M	2S	40	14.6	3,850				18	576	320	185																				
DF		M	3S	24	10.0	141																											
DF		M	3S	26	8.3	14				141																							
DF		M	3S	28	7.0	2			2																								
DF		M	3S	30	9.0	3				3																							
DF		M	3S	32	9.6	408				403	5																						
DF		M	3S	40	10.6	842				692	150																						
DF		O	SM	16	23.0	8								8																			

[illegible]

TC PLOGSTVT_SED				Project Log Stock Table - TONS(SED) 2 Inch Top													
<div>T04N R09E S36 Ty0002 THRU T04N R10E S31 TyRW</div>				Project: SOUTHY Acres 236.70				Page 4 Date 11/9/2009 Time 3:07:31PM									
S Spp	T	So Gr rt de	Log Len	SED	TONS	Tons by Scaling Diameter in Inches											
						2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28	29+
GF		Totals		8.8													
Total		All Species			35,175	637	848	2242	7570	9542	7495	3779	1997	715	232	118	

TC   PSPCTLTCTM		Species Summary - Trees, Logs, Tons, CCF, MBF										
<div><div>T04N R09E S36 Ty000248.0</div><div>T04N R09E S36 Ty000517.0</div><div>T04N R10E S31 TyRW1.7</div></div>		Project		SOUTHY		Page No		1				
		Acres		236.70		Date:		11/9/2009				
						Time		2:57:16PM				
S		Total	Total	Total	Net Cubic Ft/		CF/		Total CCF		Total MBF	
Species	T	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net	
DOUG FIR		12,850	33,047	35,083	95.81	37.25	1.18	12,310	12,311	5,635	5,452	
GRAND F		253	609		71.88	29.93	0.95	182	182	77	63	
DOUG FIR      D		20	45	52	91.12	40.50	1.11	18	18	8	6	
Totals		13,123	33,701	35,135	95.34	37.12	1.18	12,510	12,511	5,720	5,520	

Wood Type Species	Total	Total	Total	Net Cubic Ft/		CF/		Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net	
C	13,123	33,701	35,135	95.34	37.12	1.18	12,510	12,511	5,720	5,520	
Totals	13,123	33,701	35,135	95.34	37.12	1.18	12,510	12,511	5,720	5,520	

Sale Name	Southy Sorts Total Poles		APP:		11/9/2009 0:00	OF 6
POLE LGTH/CLS	No. of Poles	Pole Values	DOR SCRIBNER	Total SCRIBNER	TOTAL LN.FT.	D. FIR
30-6		\$0.00	50	0	0	
30-5		\$0.00	50	0	0	
30-4		\$0.00	60	0	0	
30-3		\$0.00	60	0	0	
30-2		\$0.00	70	0	0	
30-1		\$0.00	110	0	0	
30-B		\$0.00	110	0	0	
30-A		\$0.00	130	0	0	
35-6		\$0.00	60	0	0	
35-5		\$0.00	60	0	0	
35-4		\$0.00	80	0	0	
35-3		\$0.00	80	0	0	
35-2		\$0.00	100	0	0	
35-B		\$0.00	110	0	0	
35-1		\$0.00	130	0	0	
35-A		\$0.00	130	0	0	
40-5		\$0.00	70	0	0	
40-4		\$0.00	90	0	0	
40-3		\$0.00	120	0	0	
40-B		\$0.00	120	0	0	
40-2		\$0.00	120	0	0	
40-1		\$0.00	150	0	0	
40-A		\$0.00	150	0	0	
45-5	20	\$1,080.00	90	1800	900	
45-4	5	\$355.00	120	600	225	
45-B		\$0.00	120	0	0	
45-3	10	\$710.00	120	1200	450	
45-2		\$0.00	150	0	0	
45-A		\$0.00	150	0	0	
45-1		\$0.00	190	0	0	
50-4	50	\$4,300.00	140	7000	2500	
50-3	30	\$2,580.00	140	4200	1500	
50-2		\$0.00	160	0	0	
50-A		\$0.00	160	0	0	
50-1		\$0.00	210	0	0	
55-B		\$0.00	150	0	0	
55-3		\$0.00	150	0	0	
55-A		\$0.00	180	0	0	
55-2	5	\$555.00	180	900	275	
55-1		\$0.00	230	0	0	
60-B		\$0.00	160	0	0	
60-3	30	\$3,930.00	190	5700	1800	
60-A		\$0.00	190	0	0	
60-2	10	\$1,530.00	220	2200	600	
60-1		\$0.00	290	0	0	
60-H1		\$0.00	340	0	0	
65-B		\$0.00	180	0	0	
65-A		\$0.00	210	0	0	
65-3	5	\$750.00	210	1050	325	
65-2	15	\$2,775.00	260	3900	975	
65-1		\$0.00	320	0	0	
65-H1		\$0.00	380	0	0	
70-B		\$0.00	190	0	0	
70-A		\$0.00	230	0	0	
70-3		\$0.00	230	0	0	
70-2	60	\$12,120.00	270	16200	4200	
70-1	26	\$6,682.00	350	9100	1820	
70-H1		\$0.00	400	0	0	

75-B		\$0.00	200	0	0
75-A		\$0.00	230	0	0
75-3		\$0.00	250	0	0
75-2	26	\$5,642.00	290	7540	1950
75-1	20	\$6,620.00	440	8800	1500
75-H1		\$0.00	520	0	0
80-B		\$0.00	210	0	0
80-A		\$0.00	250	0	0
80-3		\$0.00	290	0	0
80-2	40	\$11,040.00	360	14400	3200
80-1	39	\$11,778.00	440	17160	3120
80-H1		\$0.00	540	0	0
80-H2		\$0.00	600	0	0
85-B		\$0.00	210	0	0
85-A		\$0.00	260	0	0
85-3		\$0.00	360	0	0
85-2	94	\$36,190.00	490	46060	7990
85-1	41	\$18,327.00	570	23370	3485
85-H1	26	\$13,442.00	660	17160	2210
85-H2		\$0.00	660	0	0
90-B		\$0.00	220	0	0
90-A		\$0.00	260	0	0
90-2	41	\$16,113.00	490	20090	3690
90-1	21	\$9,954.00	590	12390	1890
90-H1	10	\$5,540.00	690	6900	900
90-H2		\$0.00	820	0	0
95-B		\$0.00	240	0	0
95-A		\$0.00	290	0	0
95-2	16	\$7,120.00	540	8640	1520
95-1	26	\$13,702.00	640	16640	2470
95-H1	66	\$40,788.00	750	49500	6270
95-H2		\$0.00	870	0	0
100-B		\$0.00	250	0	0
100-A		\$0.00	310	0	0
100-2	15	\$6,930.00	550	8250	1500
100-1	71	\$39,334.00	660	46860	7100
100-H1	51	\$32,538.00	760	38760	5100
100-H2		\$0.00	900	0	0
105-A		\$0.00	270	0	0
105-2	5	\$2,595.00	610	3050	525
105-1	5	\$3,145.00	740	3700	525
105-H1	5	\$3,660.00	860	4300	525
105-H2		\$0.00	1000	0	0
110-A		\$0.00	380	0	0
110-2		\$0.00	650	0	0
110-1		\$0.00	780	0	0
110-H1	16	\$12,736.00	910	14560	1760
110-H2		\$0.00	1050	0	0
110-H3		\$0.00	1050	0	0
115-2		\$0.00	680	0	0
115-1		\$0.00	860	0	0
115-H1		\$0.00	960	0	0
115-H2		\$0.00	1100	0	0
115-H3		\$0.00	1100	0	0
120-2		\$0.00	820	0	0
120-1		\$0.00	970	0	0
120-H1		\$0.00	1140	0	0
120-H2		\$0.00	1300	0	0
120-H3		\$0.00	1300	0	0
125-2		\$0.00	930	0	0
125-1		\$0.00	1080	0	0
125-H1		\$0.00	1250	0	0
125-H3		\$0.00	1410	0	0

PAGE 2  
OF 6  
D. FIR

SALE NAME : **Southy Sorts Total Poles**

11/9/2009 0:00 D. FIR

APP. NO. : APP:

SPECIE : D. FIR

SAMPLE NO. OF POLES:	900	TOTAL NO. OF POLES	900
SAMPLE POLE VALUE-Deliv.	\$334,561.00	TOT DEL POLE VALUE	\$334,561.00
SAMPLE DOR BD. FT.	421,980	TOTAL SALE SCRIBNER	421,980
AVG. BD. FT. PER/PC.	469	AVG. BD. FT. PER/LD.	4,400
TOTAL LN. FT.	72,800	NO. OF LOADS	95.90
AVG LN. FT.	80.89	DEL VALUE PER/LOAD	\$3,488.48
AVG \$/LN. FT.	\$4.60	NO. OF POLES PER/LOAD	9.38
AVE \$/PC.	\$371.73	TOTAL ACRES	192
DELIVERED \$/MBF	\$792.84	POLES PER/ACRE	4.69
SAMPLE ACRES	192	BD. FT. / ACRE	2,198
SAMPLE POLES/ACRE	4.69	EXP. FACTOR	1.00



**HAUL COSTS**

Class C miles	@	5 miles	X	0.081	\$0.41	PAGE 4
Class B miles	@	1 miles	X	0.064	\$0.06	OF 6
Class A miles	@	148 miles	X	0.045	\$6.66	
Base Rate					\$1.06	D. FIR
UP TO 55 FT. IN LENGTH						

TOTAL \$8.19

Basic 50000 Lbs X 95% = 47.5 x = HAUL RATE \$388.98

**OVER 56 FT. IN LENGTH**

LENGHT	% x B.RATE	% OF VOL.	WT. COST		
55 <	1	3.72%	14.47		
60' TO 65'	1.05	3.05%	12.44		
70' TO 75'	1.1	9.87%	42.22		
80' TO 85'	1.15	28.00%	125.25		
90' TO 95'	1.2	27.05%	126.28		
100' TO 105'	1.25	24.86%	120.89		
110 TO 115'	1.3	3.45%	17.45		
120 TO 125'	1.35	0.00%	0.00		
			\$459.00	HAUL COST/M	\$124.05
				FLAG COST	\$42.81
				TOTAL	\$166.86 /MBF

**LOGGING COSTS**

(Variable)		D.FIR	WRC&DR
Avg. Pole Vol.		469	
Poles/acre		4.69	
Avg. Yarding Dist		555	
Eastside/Westside		W/S	W/S
(Then)			
+ Logging Costs (800' Table)		\$104.70	
+ Yarding Dist.(Table Adj.) < 800'			
- Yarding Dist.(Table Adj.) > 800'			
1st. LOGGING COST	(subtotal)	\$104.70	
- Pre Skid Rd. Adj.	0%	\$0.00	
Westside logging Cost		\$104.70	
Eastside L.C. Adj. @ 7%	0%	\$0.00	
Eastside Logging Cost		\$104.70	

**INITIAL MARKING GUIDELINES**

D. FIR

SALE NAME **Southy Sorts Total Poles**  
SPECIE: D. Fir

MEASURED DIAMETERS @ (GL)	DIAMETER CLASS @ (GL)	NUMBER OF TREES ADVERTISED BY DIAMETER CLASS	MAXIMUM NUMBER OF POLES MARKED PER DIA. CLASS NOT TO EXCEED THE NUMBERS BELOW
9.5-11.4	10	0	0
11.5-13.4	12	10	11
13.5-15.4	14	105	116
15.5-17.4	16	120	132
17.5-19.4	18	164	180
19.5-21.4	20	204	224
21.5-23.4	22	225	248
23.5-25.4	24	56	62
25.5-27.4	26	16	18
27.5-29.4	28	0	0
29.5-31.4	30	0	0
31.5-33.4	32	0	0
33.5-35.4	34	0	0
35.5-37.4	36	0	0
			NOT TO EXCEED 900 POLES MARKED*

\* ADVERTISED NUMBER OF POLES PER DIAMETER CLASS MAY BE EXCEEDED. HOWEVER, TOTAL  
NUMBER OF POLES SELECTED MAY NOT EXCEED THE NUMBER OF POLES ADVERTISED.

ADDITIONAL POLE VALUES	Overbid %	0.0%
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DIAMETERS @ (GL)	ADDITIONAL POLE AVG VOLUMES	\$/MBF PER POLE	APPRAISED PRICE PER POLE	ADDITIONAL \$/MBF PER POLE	EACH ADDITIONAL POLE AMOUNT
9.5-11.4	#DIV/0!	#DIV/0!	#DIV/0!	\$241.56	\$23.19
11.5-13.4	96.00	\$254	\$24.41	\$254.28	\$24.41
13.5-15.4	137.78	\$268	\$36.99	\$268.46	\$36.99
15.5-17.4	211.54	\$350	\$74.08	\$350.18	\$74.08
17.5-19.4	379.27	\$425	\$161.03	\$424.57	\$161.03
19.5-21.4	528.53	\$443	\$234.18	\$443.07	\$234.18
21.5-23.4	714.44	\$484	\$346.14	\$484.49	\$346.14
23.5-25.4	910.00	\$531	\$483.29	\$531.09	\$483.29
25.5-27.4	#DIV/0!	#DIV/0!	#DIV/0!	\$557.64	\$507.45
27.5-29.4	#DIV/0!	#DIV/0!	#DIV/0!	\$585.52	\$532.83
29.5-31.4	#DIV/0!	#DIV/0!	#DIV/0!	\$614.80	\$559.47
31.5-33.4	#DIV/0!	#DIV/0!	#DIV/0!	\$645.54	\$587.44
33.5-35.4	#DIV/0!	#DIV/0!	#DIV/0!	\$677.82	\$616.81
35.5-37.4	#DIV/0!	#DIV/0!	#DIV/0!	\$711.71	\$647.65

## REGRESSION POLE APPRAISAL FORM

PAGE 6  
OF 6

11/9/2009 0:00

D. FIR

Sale Name: **Southy Sorts Total Poles**

TOTAL ACRES: 192

App. # : APP:

%Of #2S+ % Of #3S

Specie: D. FIR

72 28

DIA.	PCS.	DIA.	PCS.	DIA.	PCS.
10"		19"	108	28"	
11"		20"	127	29"	
12"	5	21"	77	30"	
13"	5	22"	138	31"	
14"	50	23"	87	32"	
15"	55	24"	56	33"	
16"	40	25"		34"	
17"	80	26"	16	35"	
18"	56	27"		36"	

Number of Poles = 900

Avg. Pole Dia. = 19.6

APPRAISAL	Regression Price	\$792.84 /Mbf
	Delivered Price	\$792.84 /Mbf
0.94	Haul Cost	\$166.86 /Mbf
0.99	Logging Cost	\$104.70 /Mbf
Profit & Risk @	10%	\$72.08 /Mbf

**RECOMMENDED STUMPAGE** \$449.20 /MbfRegression Volume 422.0 MBF  
Cruise Volume 422.0 MBF**RECOMMENDED MINIMUM BID** \$189,552

ROAD COSTS \_\_\_\_\_

FEES \_\_\_\_\_

OTHER \_\_\_\_\_

MINIMUM BID \_\_\_\_\_

Sale Name	Southy Sorts Unit 1 DF			APP:	10/19/2009 0:00	OF 6
POLE	No. of	Pole	DOR	Total	TOTAL	D. FIR
LGTH/CLS	Poles	Values	SCRIBNER	SCRIBNER	LN.FT.	
30-6		\$0.00	50	0	0	
30-5		\$0.00	50	0	0	
30-4		\$0.00	60	0	0	
30-3		\$0.00	60	0	0	
30-2		\$0.00	70	0	0	
30-1		\$0.00	110	0	0	
30-B		\$0.00	110	0	0	
30-A		\$0.00	130	0	0	
35-6		\$0.00	60	0	0	
35-5		\$0.00	60	0	0	
35-4		\$0.00	80	0	0	
35-3		\$0.00	80	0	0	
35-2		\$0.00	100	0	0	
35-B		\$0.00	110	0	0	
35-1		\$0.00	130	0	0	
35-A		\$0.00	130	0	0	
40-5		\$0.00	70	0	0	
40-4		\$0.00	90	0	0	
40-3		\$0.00	120	0	0	
40-B		\$0.00	120	0	0	
40-2		\$0.00	120	0	0	
40-1		\$0.00	150	0	0	
40-A		\$0.00	150	0	0	
45-5		\$0.00	90	0	0	
45-4		\$0.00	120	0	0	
45-B		\$0.00	120	0	0	
45-3		\$0.00	120	0	0	
45-2		\$0.00	150	0	0	
45-A		\$0.00	150	0	0	
45-1		\$0.00	190	0	0	
50-4		\$0.00	140	0	0	
50-3		\$0.00	140	0	0	
50-2		\$0.00	160	0	0	
50-A		\$0.00	160	0	0	
50-1		\$0.00	210	0	0	
55-B		\$0.00	150	0	0	
55-3		\$0.00	150	0	0	
55-A		\$0.00	180	0	0	
55-2		\$0.00	180	0	0	
55-1		\$0.00	230	0	0	
60-B		\$0.00	160	0	0	
60-3		\$0.00	190	0	0	
60-A		\$0.00	190	0	0	
60-2		\$0.00	220	0	0	
60-1		\$0.00	290	0	0	
60-H1		\$0.00	340	0	0	
65-B		\$0.00	180	0	0	
65-A		\$0.00	210	0	0	
65-3		\$0.00	210	0	0	
65-2		\$0.00	260	0	0	
65-1		\$0.00	320	0	0	
65-H1		\$0.00	380	0	0	
70-B		\$0.00	190	0	0	
70-A		\$0.00	230	0	0	
70-3		\$0.00	230	0	0	
70-2		\$0.00	270	0	0	
70-1	1	\$257.00	350	350	70	
70-H1		\$0.00	400	0	0	

75-B		\$0.00	200	0	0
75-A		\$0.00	230	0	0
75-3		\$0.00	250	0	0
75-2	1	\$217.00	290	290	75
75-1		\$0.00	440	0	0
75-H1		\$0.00	520	0	0
80-B		\$0.00	210	0	0
80-A		\$0.00	250	0	0
80-3		\$0.00	290	0	0
80-2		\$0.00	360	0	0
80-1	2	\$604.00	440	880	160
80-H1		\$0.00	540	0	0
80-H2		\$0.00	600	0	0
85-B		\$0.00	210	0	0
85-A		\$0.00	260	0	0
85-3		\$0.00	360	0	0
85-2	4	\$1,540.00	490	1960	340
85-1	1	\$447.00	570	570	85
85-H1	1	\$517.00	660	660	85
85-H2		\$0.00	660	0	0
90-B		\$0.00	220	0	0
90-A		\$0.00	260	0	0
90-2	1	\$393.00	490	490	90
90-1	1	\$474.00	590	590	90
90-H1		\$0.00	690	0	0
90-H2		\$0.00	820	0	0
95-B		\$0.00	240	0	0
95-A		\$0.00	290	0	0
95-2	1	\$445.00	540	540	95
95-1	1	\$527.00	640	640	95
95-H1	1	\$618.00	750	750	95
95-H2		\$0.00	870	0	0
100-B		\$0.00	250	0	0
100-A		\$0.00	310	0	0
100-2		\$0.00	550	0	0
100-1	1	\$554.00	660	660	100
100-H1	1	\$638.00	760	760	100
100-H2		\$0.00	900	0	0
105-A		\$0.00	270	0	0
105-2		\$0.00	610	0	0
105-1		\$0.00	740	0	0
105-H1		\$0.00	860	0	0
105-H2		\$0.00	1000	0	0
110-A		\$0.00	380	0	0
110-2		\$0.00	650	0	0
110-1		\$0.00	780	0	0
110-H1	1	\$796.00	910	910	110
110-H2		\$0.00	1050	0	0
110-H3		\$0.00	1050	0	0
115-2		\$0.00	680	0	0
115-1		\$0.00	860	0	0
115-H1		\$0.00	960	0	0
115-H2		\$0.00	1100	0	0
115-H3		\$0.00	1100	0	0
120-2		\$0.00	820	0	0
120-1		\$0.00	970	0	0
120-H1		\$0.00	1140	0	0
120-H2		\$0.00	1300	0	0
120-H3		\$0.00	1300	0	0
125-2		\$0.00	930	0	0
125-1		\$0.00	1080	0	0
125-H1		\$0.00	1250	0	0
125-H3		\$0.00	1410	0	0

PAGE 2  
OF 6  
D. FIR

SALE NAME : **Southy Sorts Unit 1 DF**

10/19/2009 0:00 D. FIR

APP. NO. : APP:

SPECIE : D. FIR

SAMPLE NO. OF POLES:	18	TOTAL NO. OF POLES	290
SAMPLE POLE VALUE-Deliv.	\$8,027.00	TOT DEL POLE VALUE	\$129,467.74
SAMPLE DOR BD. FT.	10,050	TOTAL SALE SCRIBNER	162,097
AVG. BD. FT. PER/PC.	558	AVG. BD. FT. PER/LD.	4,400
TOTAL LN. FT.	1,590	NO. OF LOADS	36.84
AVG LN. FT.	88.33	DEL VALUE PER/LOAD	\$3,514.31
AVG \$/LN. FT.	\$5.05	NO. OF POLES PER/LOAD	7.88
AVE \$/PC.	\$445.94	TOTAL ACRES	50
DELIVERED \$/MBF	\$798.71	POLES PER/ACRE	5.81
SAMPLE ACRES	3.1	BD. FT. / ACRE	3,242
SAMPLE POLES/ACRE	5.81	EXP. FACTOR	16.13

## HAUL COSTS

Class C miles	@	5 miles	X	0.081	\$0.41	PAGE 4
Class B miles	@	1 miles	X	0.064	\$0.06	OF 6
Class A miles	@	148 miles	X	0.045	\$6.66	
Base Rate					\$1.06	D. FIR
UP TO 55 FT. IN LENGTH						

TOTAL \$8.19

Basic 50000 Lbs X 95% = 47.5 x = HAUL RATE \$388.98

## OVER 56 FT. IN LENGTH

LENGHT	% x B.RATE	% OF VOL.	WT. COST		
55 <	1	0.00%	0.00		
60' TO 65'	1.05	0.00%	0.00		
70' TO 75'	1.1	6.37%	27.25		
80' TO 85'	1.15	40.50%	181.16		
90' TO 95'	1.2	29.95%	139.80		
100' TO 105'	1.25	14.13%	68.70		
110 TO 115'	1.3	9.05%	45.79		
120 TO 125'	1.35	0.00%	0.00		
			\$462.69	HAUL COST/M	\$125.05
				FLAG COST	\$41.08
				TOTAL	\$166.13 /MBF

## LOGGING COSTS

(Variable)	D.FIR	WRC&DR
Avg. Pole Vol.	558	
Poles/acre	5.81	
Avg. Yarding Dist	508	
Eastside/Westside	W/S	W/S
(Then)		
+ Logging Costs (800' Table)	\$123.00	
+ Yarding Dist.(Table Adj.) < 800'		
- Yarding Dist.(Table Adj.) > 800'		
1st. LOGGING COST (subtotal)	\$123.00	
- Pre Skid Rd. Adj.	0%	\$0.00
Westside logging Cost		\$123.00
Eastside L.C. Adj. @ 7%	0%	\$0.00
Eastside Logging Cost		\$123.00

**INITIAL MARKING GUIDELINES**

D. FIR

SALE NAME **Southy Sorts Unit 1 DF**  
SPECIE: D. Fir

MEASURED DIAMETERS @ (GL)	DIAMETER CLASS @ (GL)	NUMBER OF TREES ADVERTISED BY DIAMETER CLASS	MAXIMUM NUMBER OF POLES MARKED PER DIA. CLASS NOT TO EXCEED THE NUMBERS BELOW
9.5-11.4	10	0	0
11.5-13.4	12	0	0
13.5-15.4	14	0	0
15.5-17.4	16	0	0
17.5-19.4	18	64	70
19.5-21.4	20	114	125
21.5-23.4	22	80	88
23.5-25.4	24	16	18
25.5-27.4	26	16	18
27.5-29.4	28	0	0
29.5-31.4	30	0	0
31.5-33.4	32	0	0
33.5-35.4	34	0	0
35.5-37.4	36	0	0
			NOT TO EXCEED 290 POLES MARKED*

\* ADVERTISED NUMBER OF POLES PER DIAMETER CLASS MAY BE EXCEEDED. HOWEVER, TOTAL  
NUMBER OF POLES SELECTED MAY NOT EXCEED THE NUMBER OF POLES ADVERTISED.

ADDITIONAL POLE VALUES	Overbid %	0.0%
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DIAMETERS @ (GL)	ADDITIONAL POLE AVG VOLUMES	\$/MBF PER POLE	APPRAISED PRICE PER POLE	ADDITIONAL \$/MBF PER POLE	EACH ADDITIONAL POLE AMOUNT
9.5-11.4	#DIV/0!	#DIV/0!	#DIV/0!	\$506.50	\$60.78
11.5-13.4	#DIV/0!	#DIV/0!	#DIV/0!	\$533.16	\$63.98
13.5-15.4	#DIV/0!	#DIV/0!	#DIV/0!	\$573.11	\$85.97
15.5-17.4	#DIV/0!	#DIV/0!	#DIV/0!	\$574.79	\$118.91
17.5-19.4	433.33	\$413	\$178.91	\$412.87	\$178.91
19.5-21.4	530.00	\$417	\$221.13	\$417.23	\$221.13
21.5-23.4	707.50	\$461	\$325.82	\$460.52	\$325.82
23.5-25.4	910.00	\$513	\$466.81	\$512.98	\$466.81
25.5-27.4	#DIV/0!	#DIV/0!	#DIV/0!	\$538.63	\$490.15
27.5-29.4	#DIV/0!	#DIV/0!	#DIV/0!	\$565.56	\$514.66
29.5-31.4	#DIV/0!	#DIV/0!	#DIV/0!	\$593.84	\$540.39
31.5-33.4	#DIV/0!	#DIV/0!	#DIV/0!	\$623.53	\$567.41
33.5-35.4	#DIV/0!	#DIV/0!	#DIV/0!	\$654.71	\$595.78
35.5-37.4	#DIV/0!	#DIV/0!	#DIV/0!	\$687.44	\$625.57



## REGRESSION POLE APPRAISAL FORM

PAGE 6  
OF 6

10/19/2009 0:00

D. FIR

Sale Name: **Southy Sorts Unit 1 DF**

TOTAL ACRES: 50

App. # : APP:

%Of #2S+ % Of #3S

Specie: D. FIR

76 24

DIA.	PCS.	DIA.	PCS.	DIA.	PCS.
10"		19"	48	28"	
11"		20"	82	29"	
12"		21"	32	30"	
13"		22"	48	31"	
14"		23"	32	32"	
15"		24"	16	33"	
16"		25"		34"	
17"		26"	16	35"	
18"	16	27"		36"	

Number of Poles = 290

Avg. Pole Dia. = 21.0

APPRAISAL	Regression Price	\$798.71 /Mbf
	Delivered Price	\$798.71 /Mbf
0.92	Haul Cost	\$166.13 /Mbf
0.96	Logging Cost	\$123.00 /Mbf
Profit & Risk @	10%	\$72.61 /Mbf

**RECOMMENDED STUMPAGE** \$436.96 /MbfRegression Volume 162.1 MBF  
Cruise Volume 162.1 MBF**RECOMMENDED MINIMUM BID** \$70,830

ROAD COSTS \_\_\_\_\_

FEES \_\_\_\_\_

OTHER \_\_\_\_\_

MINIMUM BID \_\_\_\_\_

Sale Name	Southy Sorts Unit 2		APP:		11/9/2009 0:00	OF 6
POLE	No. of	Pole	DOR	Total	TOTAL	D. FIR
LGTH/CLS	Poles	Values	SCRIBNER	SCRIBNER	LN.FT.	
30-6		\$0.00	50	0	0	
30-5		\$0.00	50	0	0	
30-4		\$0.00	60	0	0	
30-3		\$0.00	60	0	0	
30-2		\$0.00	70	0	0	
30-1		\$0.00	110	0	0	
30-B		\$0.00	110	0	0	
30-A		\$0.00	130	0	0	
35-6		\$0.00	60	0	0	
35-5		\$0.00	60	0	0	
35-4		\$0.00	80	0	0	
35-3		\$0.00	80	0	0	
35-2		\$0.00	100	0	0	
35-B		\$0.00	110	0	0	
35-1		\$0.00	130	0	0	
35-A		\$0.00	130	0	0	
40-5		\$0.00	70	0	0	
40-4		\$0.00	90	0	0	
40-3		\$0.00	120	0	0	
40-B		\$0.00	120	0	0	
40-2		\$0.00	120	0	0	
40-1		\$0.00	150	0	0	
40-A		\$0.00	150	0	0	
45-5		\$0.00	90	0	0	
45-4	1	\$71.00	120	120	45	
45-B		\$0.00	120	0	0	
45-3		\$0.00	120	0	0	
45-2		\$0.00	150	0	0	
45-A		\$0.00	150	0	0	
45-1		\$0.00	190	0	0	
50-4	2	\$172.00	140	280	100	
50-3	2	\$172.00	140	280	100	
50-2		\$0.00	160	0	0	
50-A		\$0.00	160	0	0	
50-1		\$0.00	210	0	0	
55-B		\$0.00	150	0	0	
55-3		\$0.00	150	0	0	
55-A		\$0.00	180	0	0	
55-2		\$0.00	180	0	0	
55-1		\$0.00	230	0	0	
60-B		\$0.00	160	0	0	
60-3	3	\$393.00	190	570	180	
60-A		\$0.00	190	0	0	
60-2		\$0.00	220	0	0	
60-1		\$0.00	290	0	0	
60-H1		\$0.00	340	0	0	
65-B		\$0.00	180	0	0	
65-A		\$0.00	210	0	0	
65-3	1	\$150.00	210	210	65	
65-2		\$0.00	260	0	0	
65-1		\$0.00	320	0	0	
65-H1		\$0.00	380	0	0	
70-B		\$0.00	190	0	0	
70-A		\$0.00	230	0	0	
70-3		\$0.00	230	0	0	
70-2	7	\$1,414.00	270	1890	490	
70-1	1	\$257.00	350	350	70	
70-H1		\$0.00	400	0	0	

75-B		\$0.00	200	0	0
75-A		\$0.00	230	0	0
75-3		\$0.00	250	0	0
75-2	1	\$217.00	290	290	75
75-1	2	\$662.00	440	880	150
75-H1		\$0.00	520	0	0
80-B		\$0.00	210	0	0
80-A		\$0.00	250	0	0
80-3		\$0.00	290	0	0
80-2	3	\$828.00	360	1080	240
80-1		\$0.00	440	0	0
80-H1		\$0.00	540	0	0
80-H2		\$0.00	600	0	0
85-B		\$0.00	210	0	0
85-A		\$0.00	260	0	0
85-3		\$0.00	360	0	0
85-2	3	\$1,155.00	490	1470	255
85-1	1	\$447.00	570	570	85
85-H1	2	\$1,034.00	660	1320	170
85-H2		\$0.00	660	0	0
90-B		\$0.00	220	0	0
90-A		\$0.00	260	0	0
90-2	1	\$393.00	490	490	90
90-1	1	\$474.00	590	590	90
90-H1	1	\$554.00	690	690	90
90-H2		\$0.00	820	0	0
95-B		\$0.00	240	0	0
95-A		\$0.00	290	0	0
95-2		\$0.00	540	0	0
95-1	1	\$527.00	640	640	95
95-H1	2	\$1,236.00	750	1500	190
95-H2		\$0.00	870	0	0
100-B		\$0.00	250	0	0
100-A		\$0.00	310	0	0
100-2	2	\$924.00	550	1100	200
100-1	3	\$1,662.00	660	1980	300
100-H1	3	\$1,914.00	760	2280	300
100-H2		\$0.00	900	0	0
105-A		\$0.00	270	0	0
105-2	1	\$519.00	610	610	105
105-1	1	\$629.00	740	740	105
105-H1		\$0.00	860	0	0
105-H2		\$0.00	1000	0	0
110-A		\$0.00	380	0	0
110-2		\$0.00	650	0	0
110-1		\$0.00	780	0	0
110-H1		\$0.00	910	0	0
110-H2		\$0.00	1050	0	0
110-H3		\$0.00	1050	0	0
115-2		\$0.00	680	0	0
115-1		\$0.00	860	0	0
115-H1		\$0.00	960	0	0
115-H2		\$0.00	1100	0	0
115-H3		\$0.00	1100	0	0
120-2		\$0.00	820	0	0
120-1		\$0.00	970	0	0
120-H1		\$0.00	1140	0	0
120-H2		\$0.00	1300	0	0
120-H3		\$0.00	1300	0	0
125-2		\$0.00	930	0	0
125-1		\$0.00	1080	0	0
125-H1		\$0.00	1250	0	0
125-H3		\$0.00	1410	0	0

PAGE 2  
OF 6  
D. FIR

SALE NAME : **Southy Sorts Unit 2**

11/9/2009 0:00 D. FIR

APP. NO. : APP:

SPECIE : D. FIR

SAMPLE NO. OF POLES:	45	TOTAL NO. OF POLES	225
SAMPLE POLE VALUE-Deliv.	\$15,804.00	TOT DEL POLE VALUE	\$79,020.00
SAMPLE DOR BD. FT.	19,930	TOTAL SALE SCRIBNER	99,650
AVG. BD. FT. PER/PC.	443	AVG. BD. FT. PER/LD.	4,400
TOTAL LN. FT.	3,590	NO. OF LOADS	22.65
AVG LN. FT.	79.78	DEL VALUE PER/LOAD	\$3,489.09
AVG \$/LN. FT.	\$4.40	NO. OF POLES PER/LOAD	9.93
AVE \$/PC.	\$351.20	TOTAL ACRES	48
DELIVERED \$/MBF	\$792.98	POLES PER/ACRE	4.69
SAMPLE ACRES	9.6	BD. FT. / ACRE	2,076
SAMPLE POLES/ACRE	4.69	EXP. FACTOR	5.00

**HAUL COSTS**

Class C miles	@	5 miles	X	0.081	\$0.41	PAGE 4
Class B miles	@	1 miles	X	0.064	\$0.06	OF 6
Class A miles	@	148 miles	X	0.045	\$6.66	
Base Rate					\$1.06	D. FIR
UP TO 55 FT. IN LENGTH						

TOTAL \$8.19

Basic 50000 Lbs X 95% = 47.5 x = HAUL RATE \$388.98

**OVER 56 FT. IN LENGTH**

LENGHT	% x B.RATE	% OF VOL.	WT. COST		
55 <	1	3.41%	13.27		
60' TO 65'	1.05	3.91%	15.98		
70' TO 75'	1.1	17.11%	73.21		
80' TO 85'	1.15	22.28%	99.65		
90' TO 95'	1.2	19.62%	91.57		
100' TO 105'	1.25	33.67%	163.70		
110 TO 115'	1.3	0.00%	0.00		
120 TO 125'	1.35	0.00%	0.00		
			\$457.39	HAUL COST/M	\$123.62
				FLAG COST	\$41.20
				TOTAL	\$164.82 /MBF

**LOGGING COSTS**

(Variable)	D.FIR	WRC&DR
Avg. Pole Vol.	443	
Poles/acre	4.69	
Avg. Yarding Dist	562	
Eastside/Westside	W/S	W/S
(Then)		
+ Logging Costs (800' Table)	\$95.70	
+ Yarding Dist.(Table Adj.) < 800'		
- Yarding Dist.(Table Adj.) > 800'	\$2.07	
1st. LOGGING COST	(subtotal)	\$93.63
- Pre Skid Rd. Adj.	0%	\$0.00
Westside logging Cost		\$93.63
Eastside L.C. Adj. @ 7%	0%	\$0.00
Eastside Logging Cost		\$93.63

**INITIAL MARKING GUIDELINES**

D. FIR

SALE NAME **Southy Sorts Unit 2**  
SPECIE: D. Fir

MEASURED DIAMETERS @ (GL)	DIAMETER CLASS @ (GL)	NUMBER OF TREES ADVERTISED BY DIAMETER CLASS	MAXIMUM NUMBER OF POLES MARKED PER DIA. CLASS NOT TO EXCEED THE NUMBERS BELOW
9.5-11.4	10	0	0
11.5-13.4	12	5	6
13.5-15.4	14	20	22
15.5-17.4	16	55	61
17.5-19.4	18	50	55
19.5-21.4	20	30	33
21.5-23.4	22	50	55
23.5-25.4	24	15	17
25.5-27.4	26	0	0
27.5-29.4	28	0	0
29.5-31.4	30	0	0
31.5-33.4	32	0	0
33.5-35.4	34	0	0
35.5-37.4	36	0	0
			NOT TO EXCEED 225 POLES MARKED*

\* ADVERTISED NUMBER OF POLES PER DIAMETER CLASS MAY BE EXCEEDED. HOWEVER, TOTAL  
NUMBER OF POLES SELECTED MAY NOT EXCEED THE NUMBER OF POLES ADVERTISED.

ADDITIONAL POLE VALUES	Overbid %	0.0%
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DIAMETERS @ (GL)	ADDITIONAL POLE AVG VOLUMES	\$/MBF PER POLE	APPRAISED PRICE PER POLE	ADDITIONAL \$/MBF PER POLE	EACH ADDITIONAL POLE AMOUNT
9.5-11.4	#DIV/0!	#DIV/0!	#DIV/0!	\$248.07	\$29.77
11.5-13.4	120.00	\$261	\$31.34	\$261.13	\$31.34
13.5-15.4	140.00	\$284	\$39.72	\$283.75	\$39.72
15.5-17.4	195.00	\$366	\$71.29	\$365.61	\$71.29
17.5-19.4	338.67	\$431	\$146.12	\$431.47	\$146.12
19.5-21.4	542.22	\$478	\$259.22	\$478.07	\$259.22
21.5-23.4	709.17	\$495	\$351.34	\$495.43	\$351.34
23.5-25.4	#DIV/0!	#DIV/0!	#DIV/0!	\$520.20	\$368.91
25.5-27.4	#DIV/0!	#DIV/0!	#DIV/0!	\$546.21	\$387.36
27.5-29.4	#DIV/0!	#DIV/0!	#DIV/0!	\$573.52	\$406.72
29.5-31.4	#DIV/0!	#DIV/0!	#DIV/0!	\$602.20	\$427.06
31.5-33.4	#DIV/0!	#DIV/0!	#DIV/0!	\$632.31	\$448.41
33.5-35.4	#DIV/0!	#DIV/0!	#DIV/0!	\$663.92	\$470.83
35.5-37.4	#DIV/0!	#DIV/0!	#DIV/0!	\$697.12	\$494.37

## REGRESSION POLE APPRAISAL FORM

PAGE 6  
OF 6

11/9/2009 0:00

D. FIR

Sale Name: **Southy Sorts Unit 2**

TOTAL ACRES: 48

App. # : APP:

%Of #2S+ % Of #3S

Specie: D. FIR 70 30

DIA.	PCS.	DIA.	PCS.	DIA.	PCS.
10"		19"	40	28"	
11"		20"	15	29"	
12"		21"	15	30"	
13"	5	22"	45	31"	
14"		23"	5	32"	
15"	20	24"	15	33"	
16"	20	25"		34"	
17"	35	26"		35"	
18"	10	27"		36"	

Number of Poles = 225

Avg. Pole Dia. = 19.1

APPRAISAL	Regression Price	\$792.98 /Mbf
	Delivered Price	\$792.98 /Mbf
1.02	Haul Cost	\$164.82 /Mbf
1.05	Logging Cost	\$93.63 /Mbf
Profit & Risk @	10%	\$72.09 /Mbf

**RECOMMENDED STUMPAGE** \$462.44 /MbfRegression Volume 99.7 MBF  
Cruise Volume 99.7 MBF**RECOMMENDED MINIMUM BID** \$46,082

ROAD COSTS \_\_\_\_\_

FEES \_\_\_\_\_

OTHER \_\_\_\_\_

MINIMUM BID \_\_\_\_\_

Sale Name	Southy Sorts Unit 3		APP:		11/9/2009 0:00	OF 6
POLE LGTH/CLS	No. of Poles	Pole Values	DOR SCRIBNER	Total SCRIBNER	TOTAL LN.FT.	D. FIR
30-6		\$0.00	50	0	0	
30-5		\$0.00	50	0	0	
30-4		\$0.00	60	0	0	
30-3		\$0.00	60	0	0	
30-2		\$0.00	70	0	0	
30-1		\$0.00	110	0	0	
30-B		\$0.00	110	0	0	
30-A		\$0.00	130	0	0	
35-6		\$0.00	60	0	0	
35-5		\$0.00	60	0	0	
35-4		\$0.00	80	0	0	
35-3		\$0.00	80	0	0	
35-2		\$0.00	100	0	0	
35-B		\$0.00	110	0	0	
35-1		\$0.00	130	0	0	
35-A		\$0.00	130	0	0	
40-5		\$0.00	70	0	0	
40-4		\$0.00	90	0	0	
40-3		\$0.00	120	0	0	
40-B		\$0.00	120	0	0	
40-2		\$0.00	120	0	0	
40-1		\$0.00	150	0	0	
40-A		\$0.00	150	0	0	
45-5	3	\$162.00	90	270	135	
45-4		\$0.00	120	0	0	
45-B		\$0.00	120	0	0	
45-3	2	\$142.00	120	240	90	
45-2		\$0.00	150	0	0	
45-A		\$0.00	150	0	0	
45-1		\$0.00	190	0	0	
50-4	5	\$430.00	140	700	250	
50-3	3	\$258.00	140	420	150	
50-2		\$0.00	160	0	0	
50-A		\$0.00	160	0	0	
50-1		\$0.00	210	0	0	
55-B		\$0.00	150	0	0	
55-3		\$0.00	150	0	0	
55-A		\$0.00	180	0	0	
55-2	1	\$111.00	180	180	55	
55-1		\$0.00	230	0	0	
60-B		\$0.00	160	0	0	
60-3	2	\$262.00	190	380	120	
60-A		\$0.00	190	0	0	
60-2	2	\$306.00	220	440	120	
60-1		\$0.00	290	0	0	
60-H1		\$0.00	340	0	0	
65-B		\$0.00	180	0	0	
65-A		\$0.00	210	0	0	
65-3		\$0.00	210	0	0	
65-2	2	\$370.00	260	520	130	
65-1		\$0.00	320	0	0	
65-H1		\$0.00	380	0	0	
70-B		\$0.00	190	0	0	
70-A		\$0.00	230	0	0	
70-3		\$0.00	230	0	0	
70-2	1	\$202.00	270	270	70	
70-1	1	\$257.00	350	350	70	
70-H1		\$0.00	400	0	0	



75-B		\$0.00	200	0	0
75-A		\$0.00	230	0	0
75-3		\$0.00	250	0	0
75-2		\$0.00	290	0	0
75-1	2	\$662.00	440	880	150
75-H1		\$0.00	520	0	0
80-B		\$0.00	210	0	0
80-A		\$0.00	250	0	0
80-3		\$0.00	290	0	0
80-2		\$0.00	360	0	0
80-1	1	\$302.00	440	440	80
80-H1		\$0.00	540	0	0
80-H2		\$0.00	600	0	0
85-B		\$0.00	210	0	0
85-A		\$0.00	260	0	0
85-3		\$0.00	360	0	0
85-2	2	\$770.00	490	980	170
85-1		\$0.00	570	0	0
85-H1		\$0.00	660	0	0
85-H2		\$0.00	660	0	0
90-B		\$0.00	220	0	0
90-A		\$0.00	260	0	0
90-2		\$0.00	490	0	0
90-1		\$0.00	590	0	0
90-H1	1	\$554.00	690	690	90
90-H2		\$0.00	820	0	0
95-B		\$0.00	240	0	0
95-A		\$0.00	290	0	0
95-2		\$0.00	540	0	0
95-1		\$0.00	640	0	0
95-H1		\$0.00	750	0	0
95-H2		\$0.00	870	0	0
100-B		\$0.00	250	0	0
100-A		\$0.00	310	0	0
100-2	1	\$462.00	550	550	100
100-1		\$0.00	660	0	0
100-H1		\$0.00	760	0	0
100-H2		\$0.00	900	0	0
105-A		\$0.00	270	0	0
105-2		\$0.00	610	0	0
105-1		\$0.00	740	0	0
105-H1		\$0.00	860	0	0
105-H2		\$0.00	1000	0	0
110-A		\$0.00	380	0	0
110-2		\$0.00	650	0	0
110-1		\$0.00	780	0	0
110-H1		\$0.00	910	0	0
110-H2		\$0.00	1050	0	0
110-H3		\$0.00	1050	0	0
115-2		\$0.00	680	0	0
115-1		\$0.00	860	0	0
115-H1		\$0.00	960	0	0
115-H2		\$0.00	1100	0	0
115-H3		\$0.00	1100	0	0
120-2		\$0.00	820	0	0
120-1		\$0.00	970	0	0
120-H1		\$0.00	1140	0	0
120-H2		\$0.00	1300	0	0
120-H3		\$0.00	1300	0	0
125-2		\$0.00	930	0	0
125-1		\$0.00	1080	0	0
125-H1		\$0.00	1250	0	0
125-H3		\$0.00	1410	0	0

PAGE 2  
OF 6  
D. FIR

SALE NAME : **Southy Sorts Unit 3**

11/9/2009 0:00 D. FIR

APP. NO. : APP:

SPECIE : D. FIR

SAMPLE NO. OF POLES:	29	TOTAL NO. OF POLES	145
SAMPLE POLE VALUE-Deliv.	\$5,250.00	TOT DEL POLE VALUE	\$26,250.00
SAMPLE DOR BD. FT.	7,310	TOTAL SALE SCRIBNER	36,550
AVG. BD. FT. PER/PC.	252	AVG. BD. FT. PER/LD.	4,400
TOTAL LN. FT.	1,780	NO. OF LOADS	8.31
AVG LN. FT.	61.38	DEL VALUE PER/LOAD	\$3,160.05
AVG \$/LN. FT.	\$2.95	NO. OF POLES PER/LOAD	17.46
AVE \$/PC.	\$181.03	TOTAL ACRES	48
DELIVERED \$/MBF	\$718.19	POLES PER/ACRE	3.02
SAMPLE ACRES	9.6	BD. FT. / ACRE	761
SAMPLE POLES/ACRE	3.02	EXP. FACTOR	5.00

**HAUL COSTS**

Class C miles	@	5 miles	X	0.081	\$0.41	PAGE 4
Class B miles	@	1 miles	X	0.064	\$0.06	OF 6
Class A miles	@	148 miles	X	0.045	\$6.66	
Base Rate					\$1.06	D. FIR
UP TO 55 FT. IN LENGTH						

TOTAL \$8.19

Basic 50000 Lbs X 95% = 47.5 x = HAUL RATE \$388.98

**OVER 56 FT. IN LENGTH**

LENGHT	% x B.RATE	% OF VOL.	WT. COST		
55 <	1	24.76%	96.31		
60' TO 65'	1.05	18.33%	74.87		
70' TO 75'	1.1	20.52%	87.80		
80' TO 85'	1.15	19.43%	86.89		
90' TO 95'	1.2	9.44%	44.06		
100' TO 105'	1.25	7.52%	36.58		
110 TO 115'	1.3	0.00%	0.00		
120 TO 125'	1.35	0.00%	0.00		
			\$426.52	HAUL COST/M	\$115.28
				FLAG COST	\$13.12
				TOTAL	\$128.39 /MBF

**LOGGING COSTS**

(Variable)		D.FIR	WRC&DR
Avg. Pole Vol.		252	
Poles/acre		3.02	
Avg. Yarding Dist		613	
Eastside/Westside		W/S	W/S
(Then)			
+ Logging Costs (800' Table)		\$115.00	
+ Yarding Dist.(Table Adj.) < 800'			
- Yarding Dist.(Table Adj.) > 800'		\$2.29	
1st. LOGGING COST	(subtotal)	\$112.71	
- Pre Skid Rd. Adj.	0%	\$0.00	
Westside logging Cost		\$112.71	
Eastside L.C. Adj. @ 7%	0%	\$0.00	
Eastside Logging Cost		\$112.71	

**INITIAL MARKING GUIDELINES**

D. FIR

SALE NAME **Southy Sorts Unit 3**  
SPECIE: D. Fir

MEASURED DIAMETERS @ (GL)	DIAMETER CLASS @ (GL)	NUMBER OF TREES ADVERTISED BY DIAMETER CLASS	MAXIMUM NUMBER OF POLES MARKED PER DIA. CLASS NOT TO EXCEED THE NUMBERS BELOW
9.5-11.4	10	0	0
11.5-13.4	12	0	0
13.5-15.4	14	65	72
15.5-17.4	16	35	39
17.5-19.4	18	15	17
19.5-21.4	20	15	17
21.5-23.4	22	10	11
23.5-25.4	24	5	6
25.5-27.4	26	0	0
27.5-29.4	28	0	0
29.5-31.4	30	0	0
31.5-33.4	32	0	0
33.5-35.4	34	0	0
35.5-37.4	36	0	0
			NOT TO EXCEED 145 POLES MARKED*

\* ADVERTISED NUMBER OF POLES PER DIAMETER CLASS MAY BE EXCEEDED. HOWEVER, TOTAL  
NUMBER OF POLES SELECTED MAY NOT EXCEED THE NUMBER OF POLES ADVERTISED.

ADDITIONAL POLE VALUES	Overbid %	0.0%
------------------------	-----------	------

DIAMETERS @ (GL)	ADDITIONAL POLE AVG VOLUMES	\$/MBF PER POLE	APPRAISED PRICE PER POLE	ADDITIONAL \$/MBF PER POLE	EACH ADDITIONAL POLE AMOUNT
9.5-11.4	#DIV/0!	#DIV/0!	#DIV/0!	\$278.93	\$25.10
11.5-13.4	90.00	\$294	\$26.42	\$293.61	\$26.42
13.5-15.4	136.00	\$304	\$41.33	\$303.90	\$41.33
15.5-17.4	217.14	\$384	\$83.33	\$383.74	\$83.33
17.5-19.4	400.00	\$462	\$184.69	\$461.73	\$184.69
19.5-21.4	467.50	\$456	\$213.26	\$456.18	\$213.26
21.5-23.4	690.00	\$497	\$342.59	\$496.51	\$342.59
23.5-25.4	#DIV/0!	#DIV/0!	#DIV/0!	\$521.33	\$359.72
25.5-27.4	#DIV/0!	#DIV/0!	#DIV/0!	\$547.40	\$377.71
27.5-29.4	#DIV/0!	#DIV/0!	#DIV/0!	\$574.77	\$396.59
29.5-31.4	#DIV/0!	#DIV/0!	#DIV/0!	\$603.51	\$416.42
31.5-33.4	#DIV/0!	#DIV/0!	#DIV/0!	\$633.68	\$437.24
33.5-35.4	#DIV/0!	#DIV/0!	#DIV/0!	\$665.37	\$459.10
35.5-37.4	#DIV/0!	#DIV/0!	#DIV/0!	\$698.64	\$482.06

## REGRESSION POLE APPRAISAL FORM

PAGE 6  
OF 6

11/9/2009 0:00

D. FIR

Sale Name: **Southy Sorts Unit 3**

TOTAL ACRES: 48

App. # : APP:

%Of #2S+ % Of #3S

Specie: D. FIR

48 52

DIA.	PCS.	DIA.	PCS.	DIA.	PCS.
10"		19"	10	28"	
11"		20"	10	29"	
12"		21"	5	30"	
13"		22"	5	31"	
14"	40	23"	5	32"	
15"	25	24"	5	33"	
16"	15	25"		34"	
17"	20	26"		35"	
18"	5	27"		36"	

Number of Poles = 145

Avg. Pole Dia. = 16.9

APPRAISAL	Regression Price	\$718.19 /Mbf
	Delivered Price	\$718.19 /Mbf
0.89	Haul Cost	\$128.39 /Mbf
0.94	Logging Cost	\$112.71 /Mbf
Profit & Risk @	10%	\$65.29 /Mbf

**RECOMMENDED STUMPAGE** \$411.80 /MbfRegression Volume 36.6 MBF  
Cruise Volume 36.6 MBF**RECOMMENDED MINIMUM BID** \$15,051

ROAD COSTS \_\_\_\_\_

FEES \_\_\_\_\_

OTHER \_\_\_\_\_

MINIMUM BID \_\_\_\_\_

Sale Name	Southy Sorts Unit 4		APP:		11/9/2009 0:00	OF 6
POLE	No. of	Pole	DOR	Total	TOTAL	D. FIR
LGTH/CLS	Poles	Values	SCRIBNER	SCRIBNER	LN.FT.	
30-6		\$0.00	50	0	0	
30-5		\$0.00	50	0	0	
30-4		\$0.00	60	0	0	
30-3		\$0.00	60	0	0	
30-2		\$0.00	70	0	0	
30-1		\$0.00	110	0	0	
30-B		\$0.00	110	0	0	
30-A		\$0.00	130	0	0	
35-6		\$0.00	60	0	0	
35-5		\$0.00	60	0	0	
35-4		\$0.00	80	0	0	
35-3		\$0.00	80	0	0	
35-2		\$0.00	100	0	0	
35-B		\$0.00	110	0	0	
35-1		\$0.00	130	0	0	
35-A		\$0.00	130	0	0	
40-5		\$0.00	70	0	0	
40-4		\$0.00	90	0	0	
40-3		\$0.00	120	0	0	
40-B		\$0.00	120	0	0	
40-2		\$0.00	120	0	0	
40-1		\$0.00	150	0	0	
40-A		\$0.00	150	0	0	
45-5		\$0.00	90	0	0	
45-4		\$0.00	120	0	0	
45-B		\$0.00	120	0	0	
45-3		\$0.00	120	0	0	
45-2		\$0.00	150	0	0	
45-A		\$0.00	150	0	0	
45-1		\$0.00	190	0	0	
50-4		\$0.00	140	0	0	
50-3		\$0.00	140	0	0	
50-2		\$0.00	160	0	0	
50-A		\$0.00	160	0	0	
50-1		\$0.00	210	0	0	
55-B		\$0.00	150	0	0	
55-3		\$0.00	150	0	0	
55-A		\$0.00	180	0	0	
55-2		\$0.00	180	0	0	
55-1		\$0.00	230	0	0	
60-B		\$0.00	160	0	0	
60-3		\$0.00	190	0	0	
60-A		\$0.00	190	0	0	
60-2		\$0.00	220	0	0	
60-1		\$0.00	290	0	0	
60-H1		\$0.00	340	0	0	
65-B		\$0.00	180	0	0	
65-A		\$0.00	210	0	0	
65-3		\$0.00	210	0	0	
65-2	1	\$185.00	260	260	65	
65-1		\$0.00	320	0	0	
65-H1		\$0.00	380	0	0	
70-B		\$0.00	190	0	0	
70-A		\$0.00	230	0	0	
70-3		\$0.00	230	0	0	
70-2		\$0.00	270	0	0	
70-1		\$0.00	350	0	0	
70-H1		\$0.00	400	0	0	

75-B		\$0.00	200	0	0
75-A		\$0.00	230	0	0
75-3		\$0.00	250	0	0
75-2		\$0.00	290	0	0
75-1		\$0.00	440	0	0
75-H1		\$0.00	520	0	0
80-B		\$0.00	210	0	0
80-A		\$0.00	250	0	0
80-3		\$0.00	290	0	0
80-2	1	\$276.00	360	360	80
80-1		\$0.00	440	0	0
80-H1		\$0.00	540	0	0
80-H2		\$0.00	600	0	0
85-B		\$0.00	210	0	0
85-A		\$0.00	260	0	0
85-3		\$0.00	360	0	0
85-2		\$0.00	490	0	0
85-1		\$0.00	570	0	0
85-H1		\$0.00	660	0	0
85-H2		\$0.00	660	0	0
90-B		\$0.00	220	0	0
90-A		\$0.00	260	0	0
90-2		\$0.00	490	0	0
90-1		\$0.00	590	0	0
90-H1		\$0.00	690	0	0
90-H2		\$0.00	820	0	0
95-B		\$0.00	240	0	0
95-A		\$0.00	290	0	0
95-2		\$0.00	540	0	0
95-1	1	\$527.00	640	640	95
95-H1		\$0.00	750	0	0
95-H2		\$0.00	870	0	0
100-B		\$0.00	250	0	0
100-A		\$0.00	310	0	0
100-2		\$0.00	550	0	0
100-1		\$0.00	660	0	0
100-H1	2	\$1,276.00	760	1520	200
100-H2		\$0.00	900	0	0
105-A		\$0.00	270	0	0
105-2		\$0.00	610	0	0
105-1		\$0.00	740	0	0
105-H1	1	\$732.00	860	860	105
105-H2		\$0.00	1000	0	0
110-A		\$0.00	380	0	0
110-2		\$0.00	650	0	0
110-1		\$0.00	780	0	0
110-H1		\$0.00	910	0	0
110-H2		\$0.00	1050	0	0
110-H3		\$0.00	1050	0	0
115-2		\$0.00	680	0	0
115-1		\$0.00	860	0	0
115-H1		\$0.00	960	0	0
115-H2		\$0.00	1100	0	0
115-H3		\$0.00	1100	0	0
120-2		\$0.00	820	0	0
120-1		\$0.00	970	0	0
120-H1		\$0.00	1140	0	0
120-H2		\$0.00	1300	0	0
120-H3		\$0.00	1300	0	0
125-2		\$0.00	930	0	0
125-1		\$0.00	1080	0	0
125-H1		\$0.00	1250	0	0
125-H3		\$0.00	1410	0	0

PAGE 2  
OF 6  
D. FIR

## D. FIR MANUAL POLE APPRAISAL FORM

PAGE 3  
OF 6SALE NAME : **Southy Sorts Unit 4**

11/9/2009 0:00 D. FIR

APP. NO. : APP:

SPECIE : D. FIR

SAMPLE NO. OF POLES:	6	TOTAL NO. OF POLES	30
SAMPLE POLE VALUE-Deliv.	\$2,996.00	TOT DEL POLE VALUE	\$14,980.00
SAMPLE DOR BD. FT.	3,640	TOTAL SALE SCRIBNER	18,200
AVG. BD. FT. PER/PC.	607	AVG. BD. FT. PER/LD.	4,400
TOTAL LN. FT.	545	NO. OF LOADS	4.14
AVG LN. FT.	90.83	DEL VALUE PER/LOAD	\$3,621.54
AVG \$/LN. FT.	\$5.50	NO. OF POLES PER/LOAD	7.25
AVE \$/PC.	\$499.33	TOTAL ACRES	23
DELIVERED \$/MBF	\$823.08	POLES PER/ACRE	1.30
SAMPLE ACRES	4.6	BD. FT. / ACRE	791
SAMPLE POLES/ACRE	1.30	EXP. FACTOR	5.00



**HAUL COSTS**

Class C miles	@	5 miles	X	0.081	\$0.41	PAGE 4
Class B miles	@	1 miles	X	0.064	\$0.06	OF 6
Class A miles	@	148 miles	X	0.045	\$6.66	
Base Rate					\$1.06	D. FIR
UP TO 55 FT. IN LENGTH						

TOTAL \$8.19

Basic 50000 Lbs X 95% = 47.5 x = HAUL RATE \$388.98

**OVER 56 FT. IN LENGTH**

LENGHT	% x B.RATE	% OF VOL.	WT. COST		
55 <	1	0.00%	0.00		
60' TO 65'	1.05	7.14%	29.17		
70' TO 75'	1.1	0.00%	0.00		
80' TO 85'	1.15	9.89%	44.24		
90' TO 95'	1.2	17.58%	82.07		
100' TO 105'	1.25	65.38%	317.91		
110 TO 115'	1.3	0.00%	0.00		
120 TO 125'	1.35	0.00%	0.00		
			\$473.40	HAUL COST/M	\$127.95
				FLAG COST	\$64.15
				TOTAL	\$192.09 /MBF

**LOGGING COSTS**

(Variable)	D.FIR	WRC&DR
Avg. Pole Vol.	607	
Poles/acre	1.30	
Avg. Yarding Dist	550	
Eastside/Westside	W/S	W/S
(Then)		
+ Logging Costs (800' Table)	\$93.74	
+ Yarding Dist.(Table Adj.) < 800'		
- Yarding Dist.(Table Adj.) > 800'	\$1.95	
1st. LOGGING COST	(subtotal)	\$91.79
- Pre Skid Rd. Adj.	0%	\$0.00
Westside logging Cost		\$91.79
Eastside L.C. Adj. @ 7%	0%	\$0.00
Eastside Logging Cost		\$91.79

**INITIAL MARKING GUIDELINES**

D. FIR

SALE NAME **Southy Sorts Unit 4**  
SPECIE: D. Fir

MEASURED DIAMETERS @ (GL)	DIAMETER CLASS @ (GL)	NUMBER OF TREES ADVERTISED BY DIAMETER CLASS	MAXIMUM NUMBER OF POLES MARKED PER DIA. CLASS NOT TO EXCEED THE NUMBERS BELOW
9.5-11.4	10	0	0
11.5-13.4	12	0	0
13.5-15.4	14	0	0
15.5-17.4	16	5	6
17.5-19.4	18	5	6
19.5-21.4	20	5	6
21.5-23.4	22	5	6
23.5-25.4	24	10	11
25.5-27.4	26	0	0
27.5-29.4	28	0	0
29.5-31.4	30	0	0
31.5-33.4	32	0	0
33.5-35.4	34	0	0
35.5-37.4	36	0	0
			NOT TO EXCEED 30 POLES MARKED*

\* ADVERTISED NUMBER OF POLES PER DIAMETER CLASS MAY BE EXCEEDED. HOWEVER, TOTAL  
NUMBER OF POLES SELECTED MAY NOT EXCEED THE NUMBER OF POLES ADVERTISED.

ADDITIONAL POLE VALUES	Overbid %	0.0%
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DIAMETERS @ (GL)	ADDITIONAL POLE AVG VOLUMES	\$/MBF PER POLE	APPRAISED PRICE PER POLE	ADDITIONAL \$/MBF PER POLE	EACH ADDITIONAL POLE AMOUNT
9.5-11.4	#DIV/0!	#DIV/0!	#DIV/0!	\$506.50	\$60.78
11.5-13.4	#DIV/0!	#DIV/0!	#DIV/0!	\$533.16	\$63.98
13.5-15.4	#DIV/0!	#DIV/0!	#DIV/0!	\$573.11	\$85.97
15.5-17.4	260.00	\$353	\$91.74	\$352.83	\$91.74
17.5-19.4	360.00	\$408	\$146.86	\$407.96	\$146.86
19.5-21.4	640.00	\$465	\$297.43	\$464.73	\$297.43
21.5-23.4	793.33	\$485	\$384.76	\$484.99	\$384.76
23.5-25.4	#DIV/0!	#DIV/0!	#DIV/0!	\$509.24	\$403.99
25.5-27.4	#DIV/0!	#DIV/0!	#DIV/0!	\$534.70	\$424.19
27.5-29.4	#DIV/0!	#DIV/0!	#DIV/0!	\$561.43	\$445.40
29.5-31.4	#DIV/0!	#DIV/0!	#DIV/0!	\$589.51	\$467.67
31.5-33.4	#DIV/0!	#DIV/0!	#DIV/0!	\$618.98	\$491.06
33.5-35.4	#DIV/0!	#DIV/0!	#DIV/0!	\$649.93	\$515.61
35.5-37.4	#DIV/0!	#DIV/0!	#DIV/0!	\$682.43	\$541.39

## REGRESSION POLE APPRAISAL FORM

PAGE 6  
OF 6

11/9/2009 0:00

D. FIR

Sale Name: **Southy Sorts Unit 4**

TOTAL ACRES: 23

App. # : APP:

%Of #2S+ % Of #3S

Specie: D. FIR

78 22

DIA.	PCS.	DIA.	PCS.	DIA.	PCS.
10"		19"		28"	
11"		20"		29"	
12"		21"	5	30"	
13"		22"		31"	
14"		23"	5	32"	
15"		24"	10	33"	
16"		25"		34"	
17"	5	26"		35"	
18"	5	27"		36"	

Number of Poles = 30

Avg. Pole Dia. = 21.2

APPRAISAL	Regression Price	\$823.08 /Mbf
	Delivered Price	\$823.08 /Mbf
0.88	Haul Cost	\$192.09 /Mbf
0.94	Logging Cost	\$91.79 /Mbf
Profit & Risk @	10%	\$74.83 /Mbf

**RECOMMENDED STUMPAGE** \$464.37 /MbfRegression Volume 18.2 MBF  
Cruise Volume 18.2 MBF**RECOMMENDED MINIMUM BID** \$8,451

ROAD COSTS \_\_\_\_\_

FEES \_\_\_\_\_

OTHER \_\_\_\_\_

MINIMUM BID \_\_\_\_\_

Sale Name	Southy Sorts Unit 5		APP:		10/19/2009 0:00	OF 6
POLE	No. of	Pole	DOR	Total	TOTAL	D. FIR
LGTH/CLS	Poles	Values	SCRIBNER	SCRIBNER	LN.FT.	
30-6		\$0.00	50	0	0	
30-5		\$0.00	50	0	0	
30-4		\$0.00	60	0	0	
30-3		\$0.00	60	0	0	
30-2		\$0.00	70	0	0	
30-1		\$0.00	110	0	0	
30-B		\$0.00	110	0	0	
30-A		\$0.00	130	0	0	
35-6		\$0.00	60	0	0	
35-5		\$0.00	60	0	0	
35-4		\$0.00	80	0	0	
35-3		\$0.00	80	0	0	
35-2		\$0.00	100	0	0	
35-B		\$0.00	110	0	0	
35-1		\$0.00	130	0	0	
35-A		\$0.00	130	0	0	
40-5		\$0.00	70	0	0	
40-4		\$0.00	90	0	0	
40-3		\$0.00	120	0	0	
40-B		\$0.00	120	0	0	
40-2		\$0.00	120	0	0	
40-1		\$0.00	150	0	0	
40-A		\$0.00	150	0	0	
45-5	1	\$54.00	90	90	45	
45-4		\$0.00	120	0	0	
45-B		\$0.00	120	0	0	
45-3		\$0.00	120	0	0	
45-2		\$0.00	150	0	0	
45-A		\$0.00	150	0	0	
45-1		\$0.00	190	0	0	
50-4	3	\$258.00	140	420	150	
50-3	1	\$86.00	140	140	50	
50-2		\$0.00	160	0	0	
50-A		\$0.00	160	0	0	
50-1		\$0.00	210	0	0	
55-B		\$0.00	150	0	0	
55-3		\$0.00	150	0	0	
55-A		\$0.00	180	0	0	
55-2		\$0.00	180	0	0	
55-1		\$0.00	230	0	0	
60-B		\$0.00	160	0	0	
60-3	1	\$131.00	190	190	60	
60-A		\$0.00	190	0	0	
60-2		\$0.00	220	0	0	
60-1		\$0.00	290	0	0	
60-H1		\$0.00	340	0	0	
65-B		\$0.00	180	0	0	
65-A		\$0.00	210	0	0	
65-3		\$0.00	210	0	0	
65-2		\$0.00	260	0	0	
65-1		\$0.00	320	0	0	
65-H1		\$0.00	380	0	0	
70-B		\$0.00	190	0	0	
70-A		\$0.00	230	0	0	
70-3		\$0.00	230	0	0	
70-2		\$0.00	270	0	0	
70-1		\$0.00	350	0	0	
70-H1		\$0.00	400	0	0	

75-B		\$0.00	200	0	0
75-A		\$0.00	230	0	0
75-3		\$0.00	250	0	0
75-2	1	\$217.00	290	290	75
75-1		\$0.00	440	0	0
75-H1		\$0.00	520	0	0
80-B		\$0.00	210	0	0
80-A		\$0.00	250	0	0
80-3		\$0.00	290	0	0
80-2		\$0.00	360	0	0
80-1		\$0.00	440	0	0
80-H1		\$0.00	540	0	0
80-H2		\$0.00	600	0	0
85-B		\$0.00	210	0	0
85-A		\$0.00	260	0	0
85-3		\$0.00	360	0	0
85-2	1	\$385.00	490	490	85
85-1		\$0.00	570	0	0
85-H1		\$0.00	660	0	0
85-H2		\$0.00	660	0	0
90-B		\$0.00	220	0	0
90-A		\$0.00	260	0	0
90-2		\$0.00	490	0	0
90-1		\$0.00	590	0	0
90-H1		\$0.00	690	0	0
90-H2		\$0.00	820	0	0
95-B		\$0.00	240	0	0
95-A		\$0.00	290	0	0
95-2		\$0.00	540	0	0
95-1		\$0.00	640	0	0
95-H1		\$0.00	750	0	0
95-H2		\$0.00	870	0	0
100-B		\$0.00	250	0	0
100-A		\$0.00	310	0	0
100-2		\$0.00	550	0	0
100-1		\$0.00	660	0	0
100-H1	2	\$1,276.00	760	1520	200
100-H2		\$0.00	900	0	0
105-A		\$0.00	270	0	0
105-2		\$0.00	610	0	0
105-1		\$0.00	740	0	0
105-H1		\$0.00	860	0	0
105-H2		\$0.00	1000	0	0
110-A		\$0.00	380	0	0
110-2		\$0.00	650	0	0
110-1		\$0.00	780	0	0
110-H1		\$0.00	910	0	0
110-H2		\$0.00	1050	0	0
110-H3		\$0.00	1050	0	0
115-2		\$0.00	680	0	0
115-1		\$0.00	860	0	0
115-H1		\$0.00	960	0	0
115-H2		\$0.00	1100	0	0
115-H3		\$0.00	1100	0	0
120-2		\$0.00	820	0	0
120-1		\$0.00	970	0	0
120-H1		\$0.00	1140	0	0
120-H2		\$0.00	1300	0	0
120-H3		\$0.00	1300	0	0
125-2		\$0.00	930	0	0
125-1		\$0.00	1080	0	0
125-H1		\$0.00	1250	0	0
125-H3		\$0.00	1410	0	0

PAGE 2  
OF 6  
D. FIR

SALE NAME : **Southy Sorts Unit 5**

10/19/2009 0:00 D. FIR

APP. NO. : APP:

SPECIE : D. FIR

SAMPLE NO. OF POLES:	10	TOTAL NO. OF POLES	50
SAMPLE POLE VALUE-Deliv.	\$2,407.00	TOT DEL POLE VALUE	\$12,035.00
SAMPLE DOR BD. FT.	3,140	TOTAL SALE SCRIBNER	15,700
AVG. BD. FT. PER/PC.	314	AVG. BD. FT. PER/LD.	4,400
TOTAL LN. FT.	665	NO. OF LOADS	3.57
AVG LN. FT.	66.50	DEL VALUE PER/LOAD	\$3,372.87
AVG \$/LN. FT.	\$3.62	NO. OF POLES PER/LOAD	14.01
AVE \$/PC.	\$240.70	TOTAL ACRES	17
DELIVERED \$/MBF	\$766.56	POLES PER/ACRE	2.94
SAMPLE ACRES	3.4	BD. FT. / ACRE	924
SAMPLE POLES/ACRE	2.94	EXP. FACTOR	5.00

**HAUL COSTS**

Class C miles	@	5 miles	X	0.081	\$0.41	PAGE 4
Class B miles	@	1 miles	X	0.064	\$0.06	OF 6
Class A miles	@	148 miles	X	0.045	\$6.66	
Base Rate					\$1.06	D. FIR
UP TO 55 FT. IN LENGTH						

TOTAL \$8.19

Basic 50000 Lbs X 95% = 47.5 x = HAUL RATE \$388.98

**OVER 56 FT. IN LENGTH**

LENGHT	% x B.RATE	% OF VOL.	WT. COST		
55 <	1	20.70%	80.52		
60' TO 65'	1.05	6.05%	24.71		
70' TO 75'	1.1	9.24%	39.52		
80' TO 85'	1.15	15.61%	69.81		
90' TO 95'	1.2	0.00%	0.00		
100' TO 105'	1.25	48.41%	235.37		
110 TO 115'	1.3	0.00%	0.00		
120 TO 125'	1.35	0.00%	0.00		
			\$449.93	HAUL COST/M	\$121.60
				FLAG COST	\$37.43
				TOTAL	\$159.03 /MBF

**LOGGING COSTS**

(Variable)	D.FIR	WRC&DR
Avg. Pole Vol.	314	
Poles/acre	2.94	
Avg. Yarding Dist	600	
Eastside/Westside	W/S	W/S
(Then)		
+ Logging Costs (800' Table)	\$113.69	
+ Yarding Dist.(Table Adj.) < 800'		
- Yarding Dist.(Table Adj.) > 800'		
1st. LOGGING COST (subtotal)	\$113.69	
- Pre Skid Rd. Adj.	0%	\$0.00
Westside logging Cost		\$113.69
Eastside L.C. Adj. @ 7%	0%	\$0.00
Eastside Logging Cost		\$113.69

**INITIAL MARKING GUIDELINES**

D. FIR

SALE NAME **Southy Sorts Unit 5**  
SPECIE: D. Fir

MEASURED DIAMETERS @ (GL)	DIAMETER CLASS @ (GL)	NUMBER OF TREES ADVERTISED BY DIAMETER CLASS	MAXIMUM NUMBER OF POLES MARKED PER DIA. CLASS NOT TO EXCEED THE NUMBERS BELOW
9.5-11.4	10	0	0
11.5-13.4	12	5	6
13.5-15.4	14	20	22
15.5-17.4	16	5	6
17.5-19.4	18	10	11
19.5-21.4	20	0	0
21.5-23.4	22	0	0
23.5-25.4	24	10	11
25.5-27.4	26	0	0
27.5-29.4	28	0	0
29.5-31.4	30	0	0
31.5-33.4	32	0	0
33.5-35.4	34	0	0
35.5-37.4	36	0	0
			NOT TO EXCEED 50 POLES MARKED*

\* ADVERTISED NUMBER OF POLES PER DIAMETER CLASS MAY BE EXCEEDED. HOWEVER, TOTAL  
NUMBER OF POLES SELECTED MAY NOT EXCEED THE NUMBER OF POLES ADVERTISED.

ADDITIONAL POLE VALUES	Overbid %	0.0%
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DIAMETERS @ (GL)	ADDITIONAL POLE AVG VOLUMES	\$/MBF PER POLE	APPRAISED PRICE PER POLE	ADDITIONAL \$/MBF PER POLE	EACH ADDITIONAL POLE AMOUNT
9.5-11.4	#DIV/0!	#DIV/0!	#DIV/0!	\$244.71	\$22.02
11.5-13.4	90.00	\$258	\$23.18	\$257.59	\$23.18
13.5-15.4	140.00	\$272	\$38.06	\$271.88	\$38.06
15.5-17.4	190.00	\$347	\$65.94	\$347.07	\$65.94
17.5-19.4	390.00	\$429	\$167.46	\$429.39	\$167.46
19.5-21.4	#DIV/0!	#DIV/0!	#DIV/0!	\$450.86	\$175.83
21.5-23.4	760.00	\$497	\$377.77	\$497.07	\$377.77
23.5-25.4	#DIV/0!	#DIV/0!	#DIV/0!	\$521.92	\$396.66
25.5-27.4	#DIV/0!	#DIV/0!	#DIV/0!	\$548.02	\$416.49
27.5-29.4	#DIV/0!	#DIV/0!	#DIV/0!	\$575.42	\$437.32
29.5-31.4	#DIV/0!	#DIV/0!	#DIV/0!	\$604.19	\$459.18
31.5-33.4	#DIV/0!	#DIV/0!	#DIV/0!	\$634.40	\$482.14
33.5-35.4	#DIV/0!	#DIV/0!	#DIV/0!	\$666.12	\$506.25
35.5-37.4	#DIV/0!	#DIV/0!	#DIV/0!	\$699.42	\$531.56



10/19/2009 0:00

D. FIR

Sale Name: **Southy Sorts Unit 5**

TOTAL ACRES: 17

App. # : APP:

%Of #2S+ % Of #3S

Specie: D. FIR

55 45

DIA.	PCS.	DIA.	PCS.	DIA.	PCS.
10"		19"	10	28"	
11"		20"		29"	
12"	5	21"		30"	
13"		22"		31"	
14"	10	23"		32"	
15"	10	24"	10	33"	
16"	5	25"		34"	
17"		26"		35"	
18"		27"		36"	

Number of Poles = 50

Avg. Pole Dia. = 17.2

APPRAISAL	Regression Price	\$766.56 /Mbf
	Delivered Price	\$766.56 /Mbf
0.86	Haul Cost	\$159.03 /Mbf
0.92	Logging Cost	\$113.69 /Mbf
Profit & Risk @	10%	\$69.69 /Mbf

**RECOMMENDED STUMPAGE** \$424.15 /Mbf

Regression Volume 15.7 MBF  
Cruise Volume 15.7 MBF

**RECOMMENDED MINIMUM BID** \$6,659

ROAD COSTS \_\_\_\_\_

FEES \_\_\_\_\_

OTHER \_\_\_\_\_

MINIMUM BID \_\_\_\_\_

Sale Name	Southy Sorts Unit 8		APP:		11/9/2009 0:00	OF 6
POLE	No. of	Pole	DOR	Total	TOTAL	D. FIR
LGTH/CLS	Poles	Values	SCRIBNER	SCRIBNER	LN.FT.	
30-6		\$0.00	50	0	0	
30-5		\$0.00	50	0	0	
30-4		\$0.00	60	0	0	
30-3		\$0.00	60	0	0	
30-2		\$0.00	70	0	0	
30-1		\$0.00	110	0	0	
30-B		\$0.00	110	0	0	
30-A		\$0.00	130	0	0	
35-6		\$0.00	60	0	0	
35-5		\$0.00	60	0	0	
35-4		\$0.00	80	0	0	
35-3		\$0.00	80	0	0	
35-2		\$0.00	100	0	0	
35-B		\$0.00	110	0	0	
35-1		\$0.00	130	0	0	
35-A		\$0.00	130	0	0	
40-5		\$0.00	70	0	0	
40-4		\$0.00	90	0	0	
40-3		\$0.00	120	0	0	
40-B		\$0.00	120	0	0	
40-2		\$0.00	120	0	0	
40-1		\$0.00	150	0	0	
40-A		\$0.00	150	0	0	
45-5		\$0.00	90	0	0	
45-4		\$0.00	120	0	0	
45-B		\$0.00	120	0	0	
45-3		\$0.00	120	0	0	
45-2		\$0.00	150	0	0	
45-A		\$0.00	150	0	0	
45-1		\$0.00	190	0	0	
50-4		\$0.00	140	0	0	
50-3		\$0.00	140	0	0	
50-2		\$0.00	160	0	0	
50-A		\$0.00	160	0	0	
50-1		\$0.00	210	0	0	
55-B		\$0.00	150	0	0	
55-3		\$0.00	150	0	0	
55-A		\$0.00	180	0	0	
55-2		\$0.00	180	0	0	
55-1		\$0.00	230	0	0	
60-B		\$0.00	160	0	0	
60-3		\$0.00	190	0	0	
60-A		\$0.00	190	0	0	
60-2		\$0.00	220	0	0	
60-1		\$0.00	290	0	0	
60-H1		\$0.00	340	0	0	
65-B		\$0.00	180	0	0	
65-A		\$0.00	210	0	0	
65-3		\$0.00	210	0	0	
65-2		\$0.00	260	0	0	
65-1		\$0.00	320	0	0	
65-H1		\$0.00	380	0	0	
70-B		\$0.00	190	0	0	
70-A		\$0.00	230	0	0	
70-3		\$0.00	230	0	0	
70-2	1	\$202.00	270	270	70	
70-1		\$0.00	350	0	0	
70-H1		\$0.00	400	0	0	

75-B		\$0.00	200	0	0
75-A		\$0.00	230	0	0
75-3		\$0.00	250	0	0
75-2		\$0.00	290	0	0
75-1		\$0.00	440	0	0
75-H1		\$0.00	520	0	0
80-B		\$0.00	210	0	0
80-A		\$0.00	250	0	0
80-3		\$0.00	290	0	0
80-2	1	\$276.00	360	360	80
80-1		\$0.00	440	0	0
80-H1		\$0.00	540	0	0
80-H2		\$0.00	600	0	0
85-B		\$0.00	210	0	0
85-A		\$0.00	260	0	0
85-3		\$0.00	360	0	0
85-2		\$0.00	490	0	0
85-1	1	\$447.00	570	570	85
85-H1		\$0.00	660	0	0
85-H2		\$0.00	660	0	0
90-B		\$0.00	220	0	0
90-A		\$0.00	260	0	0
90-2	1	\$393.00	490	490	90
90-1		\$0.00	590	0	0
90-H1		\$0.00	690	0	0
90-H2		\$0.00	820	0	0
95-B		\$0.00	240	0	0
95-A		\$0.00	290	0	0
95-2		\$0.00	540	0	0
95-1		\$0.00	640	0	0
95-H1	2	\$1,236.00	750	1500	190
95-H2		\$0.00	870	0	0
100-B		\$0.00	250	0	0
100-A		\$0.00	310	0	0
100-2		\$0.00	550	0	0
100-1	2	\$1,108.00	660	1320	200
100-H1		\$0.00	760	0	0
100-H2		\$0.00	900	0	0
105-A		\$0.00	270	0	0
105-2		\$0.00	610	0	0
105-1		\$0.00	740	0	0
105-H1		\$0.00	860	0	0
105-H2		\$0.00	1000	0	0
110-A		\$0.00	380	0	0
110-2		\$0.00	650	0	0
110-1		\$0.00	780	0	0
110-H1		\$0.00	910	0	0
110-H2		\$0.00	1050	0	0
110-H3		\$0.00	1050	0	0
115-2		\$0.00	680	0	0
115-1		\$0.00	860	0	0
115-H1		\$0.00	960	0	0
115-H2		\$0.00	1100	0	0
115-H3		\$0.00	1100	0	0
120-2		\$0.00	820	0	0
120-1		\$0.00	970	0	0
120-H1		\$0.00	1140	0	0
120-H2		\$0.00	1300	0	0
120-H3		\$0.00	1300	0	0
125-2		\$0.00	930	0	0
125-1		\$0.00	1080	0	0
125-H1		\$0.00	1250	0	0
125-H3		\$0.00	1410	0	0

PAGE 2  
OF 6  
D. FIR

SALE NAME : **Southy Sorts Unit 8**

11/9/2009 0:00 D. FIR

APP. NO. : APP:

SPECIE : D. FIR

SAMPLE NO. OF POLES:	8	TOTAL NO. OF POLES	160
SAMPLE POLE VALUE-Deliv.	\$3,662.00	TOT DEL POLE VALUE	\$73,240.00
SAMPLE DOR BD. FT.	4,510	TOTAL SALE SCRIBNER	90,200
AVG. BD. FT. PER/PC.	564	AVG. BD. FT. PER/LD.	4,400
TOTAL LN. FT.	715	NO. OF LOADS	20.50
AVG LN. FT.	89.38	DEL VALUE PER/LOAD	\$3,572.68
AVG \$/LN. FT.	\$5.12	NO. OF POLES PER/LOAD	7.80
AVE \$/PC.	\$457.75	TOTAL ACRES	6
DELIVERED \$/MBF	\$811.97	POLES PER/ACRE	26.67
SAMPLE ACRES	0.3	BD. FT. / ACRE	15,033
SAMPLE POLES/ACRE	26.67	EXP. FACTOR	20.00

**HAUL COSTS**

Class C miles	@	5 miles	X	0.081	\$0.41	PAGE 4
Class B miles	@	1 miles	X	0.064	\$0.06	OF 6
Class A miles	@	148 miles	X	0.045	\$6.66	
Base Rate					\$1.06	D. FIR
UP TO 55 FT. IN LENGTH						

TOTAL	\$8.19
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Basic 50000 Lbs X 95% =	47.5 x =	HAUL RATE	\$388.98
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**OVER 56 FT. IN LENGTH**

LENGHT	% x B.RATE	% OF VOL.	WT. COST		
55 <	1	0.00%	0.00		
60' TO 65'	1.05	0.00%	0.00		
70' TO 75'	1.1	5.99%	25.62		
80' TO 85'	1.15	20.62%	92.24		
90' TO 95'	1.2	44.12%	205.96		
100' TO 105'	1.25	29.27%	142.31		
110 TO 115'	1.3	0.00%	0.00		
120 TO 125'	1.35	0.00%	0.00		
			\$466.13	HAUL COST/M	\$125.98
				FLAG COST	\$56.75
				TOTAL	\$182.73 /MBF

**LOGGING COSTS**

(Variable)	D.FIR	WRC&DR
Avg. Pole Vol.	564	
Poles/acre	26.67	
Avg. Yarding Dist	500	
Eastside/Westside	W/S	W/S
(Then)		
+ Logging Costs (800' Table)	\$83.93	
+ Yarding Dist.(Table Adj.) < 800'		
- Yarding Dist.(Table Adj.) > 800'	\$2.34	
1st. LOGGING COST	(subtotal)	\$81.59
- Pre Skid Rd. Adj.	0%	\$0.00
Westside logging Cost		\$81.59
Eastside L.C. Adj. @ 7%	0%	\$0.00
Eastside Logging Cost		\$81.59

**INITIAL MARKING GUIDELINES**

D. FIR

SALE NAME **Southy Sorts Unit 8**  
SPECIE: D. Fir

MEASURED DIAMETERS @ (GL)	DIAMETER CLASS @ (GL)	NUMBER OF TREES ADVERTISED BY DIAMETER CLASS	MAXIMUM NUMBER OF POLES MARKED PER DIA. CLASS NOT TO EXCEED THE NUMBERS BELOW
9.5-11.4	10	0	0
11.5-13.4	12	0	0
13.5-15.4	14	0	0
15.5-17.4	16	20	22
17.5-19.4	18	20	22
19.5-21.4	20	40	44
21.5-23.4	22	80	88
23.5-25.4	24	0	0
25.5-27.4	26	0	0
27.5-29.4	28	0	0
29.5-31.4	30	0	0
31.5-33.4	32	0	0
33.5-35.4	34	0	0
35.5-37.4	36	0	0
			NOT TO EXCEED 160 POLES MARKED*

\* ADVERTISED NUMBER OF POLES PER DIAMETER CLASS MAY BE EXCEEDED. HOWEVER, TOTAL  
NUMBER OF POLES SELECTED MAY NOT EXCEED THE NUMBER OF POLES ADVERTISED.

ADDITIONAL POLE VALUES	Overbid %	0.0%
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DIAMETERS @ (GL)	ADDITIONAL POLE AVG VOLUMES	\$/MBF PER POLE	APPRAISED PRICE PER POLE	ADDITIONAL \$/MBF PER POLE	EACH ADDITIONAL POLE AMOUNT
9.5-11.4	#DIV/0!	#DIV/0!	#DIV/0!	\$506.50	\$60.78
11.5-13.4	#DIV/0!	#DIV/0!	#DIV/0!	\$533.16	\$63.98
13.5-15.4	#DIV/0!	#DIV/0!	#DIV/0!	\$573.11	\$85.97
15.5-17.4	#DIV/0!	#DIV/0!	#DIV/0!	\$574.79	\$118.91
17.5-19.4	315.00	\$421	\$132.49	\$420.60	\$132.49
19.5-21.4	530.00	\$454	\$240.79	\$454.32	\$240.79
21.5-23.4	705.00	\$493	\$347.62	\$493.07	\$347.62
23.5-25.4	#DIV/0!	#DIV/0!	#DIV/0!	\$517.73	\$365.00
25.5-27.4	#DIV/0!	#DIV/0!	#DIV/0!	\$543.61	\$383.25
27.5-29.4	#DIV/0!	#DIV/0!	#DIV/0!	\$570.79	\$402.41
29.5-31.4	#DIV/0!	#DIV/0!	#DIV/0!	\$599.33	\$422.53
31.5-33.4	#DIV/0!	#DIV/0!	#DIV/0!	\$629.30	\$443.66
33.5-35.4	#DIV/0!	#DIV/0!	#DIV/0!	\$660.77	\$465.84
35.5-37.4	#DIV/0!	#DIV/0!	#DIV/0!	\$693.80	\$489.13

## REGRESSION POLE APPRAISAL FORM

PAGE 6  
OF 6

11/9/2009 0:00

D. FIR

Sale Name: **Southy Sorts Unit 8**

TOTAL ACRES: 6

App. # : APP:

%Of #2S+ % Of #3S

Specie: D. FIR

78 22

DIA.	PCS.	DIA.	PCS.	DIA.	PCS.
10"		19"		28"	
11"		20"	20	29"	
12"		21"	20	30"	
13"		22"	40	31"	
14"		23"	40	32"	
15"		24"		33"	
16"		25"		34"	
17"	20	26"		35"	
18"	20	27"		36"	

Number of Poles = 160

Avg. Pole Dia. = 20.8

APPRAISAL	Regression Price	\$811.97 /Mbf
	Delivered Price	\$811.97 /Mbf
0.96	Haul Cost	\$182.73 /Mbf
1.01	Logging Cost	\$81.59 /Mbf
Profit & Risk @	10%	\$73.82 /Mbf

**RECOMMENDED STUMPAGE** \$473.84 /MbfRegression Volume 90.2 MBF  
Cruise Volume 90.2 MBF**RECOMMENDED MINIMUM BID** \$42,740

ROAD COSTS \_\_\_\_\_

FEES \_\_\_\_\_

OTHER \_\_\_\_\_

MINIMUM BID \_\_\_\_\_

## Pole Sale Summary Page

Sale Name: Southy Sorts Date: 11/09/09  
 Region: Southeast District: Klickitat Sec. 36 Twp. 04N Rng. 09E  
 Grant: 03, 01 County: Klickitat Region Contact: Dave Ryan

### Sale Description

	Acres	D.F. Poles	Vol	R.C. Poles	Vol	R.W. Vol	Prep. Method	Expansion Factor	Sample D.O.B.
Unit# <u>1</u>	<u>50</u>	<u>290</u>	<u>162</u>				<u>1/10ac</u>	<u>16.13</u>	<u>21.0"</u>
Unit# <u>2</u>	<u>48</u>	<u>225</u>	<u>100</u>				<u>Strip</u>	<u>5.00</u>	<u>19.1"</u>
Unit# <u>3</u>	<u>48</u>	<u>145</u>	<u>37</u>				<u>Strip</u>	<u>5.00</u>	<u>16.9"</u>
Unit# <u>4</u>	<u>23</u>	<u>30</u>	<u>18</u>				<u>Strip</u>	<u>5.00</u>	<u>21.2"</u>
Unit# <u>5</u>	<u>17</u>	<u>50</u>	<u>16</u>				<u>Strip</u>	<u>5.00</u>	<u>17.2"</u>
Unit# <u>8</u>	<u>6</u>	<u>160</u>	<u>90</u>				<u>1/10 ac</u>	<u>20.0</u>	<u>20.8"</u>
Sub Total:	<u>192</u>	<u>900</u>	<u>422</u>						<u>19.6"</u>

	POLES	VOLUME
<b>TOTAL:</b>	<b><u>900</u></b>	<b><u>422</u></b>

1. Haul cost appraised to: McFarland Cascade At: Curtis
2. Recommended Logging Method: Ground based and some cable in unit 1



3. Apparent Logging Season: Spring and summer

4. Recommended Contract Term: 4 to 6 months

5. Recommended Method of Sale: Contract Harvest

6. Notes: Unit 1 will have a little cable yarding. All other units will be ground-based  
Harvested. Unit 1 will have an external R/W for access.

7. Prepared By: · P. Kirner Title: Forest Check Cruiser 1